



METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

September 30, 2008

**REQUEST FOR PROPOSAL
FREEWAY SERVICE PATROL 2009**

Dear Towing Contractor:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) invites your firm to submit a proposal to provide towing services for the Freeway Service Patrol (FSP) in the San Francisco Bay Area. The FSP program is managed by a partnership of the MTC SAFE, the California Department of Transportation (Caltrans), and the California Highway Patrol (CHP).

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for this project. Responses to this RFP should be submitted in accordance with the instructions stated herein.

Proposal Due Date

Interested firms must submit one original and five (5) hard copies of each proposal to MTC SAFE offices at the address given on the next page, in a sealed envelope labeled "Freeway Service Patrol Proposal," ***no later than 2:00 p.m., Thursday, November 13, 2008.***

Postmarks will not be accepted. All proposals must be completed using the enclosed Proposal Documents and include all information required in this RFP.

All proposals must be accompanied by a performance guaranty in the form of a one thousand dollar (\$1,000) cashier's check made out to MTC SAFE. The cashier's check should indicate the company name and the beat for which it is being submitted. These checks will be returned to unsuccessful Proposers within ten (10) days of their notification of non-selection and to successful Proposers after the successful completion of three months of service (**see Section II.N of this RFP**).

Proposals shall be valid for one hundred eighty (180) days after the proposal due date, except that Proposers on the back-up list will be requested to extend their proposals for a period of one (1) year after their submittal. A table of major changes from the October 2007 RFP and a checklist for Proposers is attached to this Letter of Invitation.

MTC SAFE Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to the MTC SAFE Tow Contract Project Manager at the address shown below. All new Proposers are strongly encouraged to call if they have any questions about this RFP including proposal forms. For

BILL DODD, CHAIR
Alameda County and Cities

SCOTT HUGGERTY, VICE CHAIR
Alameda County

TOM ANASTASIO
City and County of San Francisco

TOM AZUMBRADO
U.S. Department of Housing
and Urban Development

TOM BATES
City of Alameda County

DEAN J. CHU
City of Santa Clara County

DAVE CURTIS
Association of Bay Area Governments

DORIAN M. GARCOPINI
U.S. Department of Transportation

FREDERAL D. GLOVER
Santa Clara County

ANNE W. HALSTED
San Francisco Bay Conservation
and Development Commission

STEVE KINSEY
Alameda County and Cities

SUN TIMPERT
City of San Mateo County

JAKE MACKENZIE
Solano County and Cities

JON RUBIN
San Francisco Mayor's Office

BLANK MARTIN
State Business, Transportation
and Housing Agency

JAMES P. SPERING
Solano County and Cities

ADRIENNE J. TISSIER
San Mateo County

AMY WORTH
City of Santa Clara County

KEN YEAGER
Santa Clara County

STEVE HEWINGER
Executive Director

ANN FLEMER
Deputy Executive Director

telephone inquiries, call (510) 817-5799; the fax number is (510) 817-5848. E-mail inquiries may be addressed to <rodunlami@mtc.ca.gov>.

Raymond Odunlami
MTC SAFE
Joseph P. Bort MetroCenter
101 Eighth Street, 3rd Floor
Oakland, California 94607-4700

Proposers Conference & Price Proposal Workshop

One Proposers' Conference and a separate Price Proposal Workshop will be held. The Conference will be held on Monday, October 20, 2008 at 10:00 am at MetroCenter Auditorium (first floor), 101 8th Street, in Oakland. The Price Proposal Workshop will be held Thursday, October 23, 2008, at 1:00 p.m. at the MetroCenter ABAG Training Center, 101-8th Street, in Oakland. This is a hands on workshop in which prospective bidders will be given direction on how to complete the Price Proposal Spreadsheet Line Item Description & Price Proposal Spreadsheet (**Appendix B, Forms F & G**).

Attendance at the Proposers' Conference or the Price Proposal Workshop is not mandatory but is strongly recommended. During the Proposers Conference, a packet to assist Proposers with the completion of the Price Proposal Spreadsheet Line Item Description & Price Proposal Spreadsheet (**Appendix B, Forms F & G**) will be distributed to all potential bidders in attendance. In addition, the FSP Standard Operating Procedures (SOP) will be distributed. For those unable to attend the Proposers Conference, these materials will be made available by arrangement with the Project Manager.

Notice of Addenda and Requests for Exceptions

This RFP and any addenda will be posted on MTC's web site; however, to receive personal notice of any addenda, prospective proposers must submit to the MTC Project Manager a written request to receive addenda prior to October 21, 2008.

Requests for clarification or exception to RFP provisions must be received no later than October 31, 2008 to guarantee consideration.

Scope of Work, Schedule, and Funding

A detailed description of the services to be provided under this RFP is set forth in **Appendix A**, Scope of Work.

At this time, MTC SAFE anticipates awarding sixteen (16) 48-month contracts covering sixteen (16) existing beats. Please refer to the implementation plan for the exact patrol route and scheduled time of service. Tow operations under contracts resulting from this RFP will begin on or after July 6, 2009. Any award of contracts under this RFP is contingent upon final funding approval. All Beats may be funded, in part, with federal funds. Accordingly, federal contracting requirements are in Appendix E, Department of Transportation Requirements.

Disadvantaged Business Enterprise (DBE) Policy

Disadvantaged Business Enterprises (DBEs) and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

Respondents are required to document their activities in the solicitation and selection of subconsultants on *Form L, Bidders List of Subcontractors (DBE and Non-DBE), Part I and II*. For the complete DBE participation provisions applicable to this procurement see *RFP IV.K*.

Proposal Evaluation

Contract awards will be made to the responsible firms that present the proposals that, in the opinion of the MTC SAFE and co-sponsoring agencies, are the most advantageous to the MTC SAFE FSP Program, based on the evaluation criteria listed in Section III.A of the RFP. In addition, MTC SAFE reserves the right to limit the number of contract awards to any one contractor. (See Section III. D of this RFP, *Limitation on Number of Beat Contracts*.)

MTC SAFE reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all Proposers.

MTC SAFE, in cooperation with Caltrans and the CHP, intends to select one (1) contractor to patrol each beat and one (1) contractor to serve as a back-up contractor in case the selected FSP contractor does not meet his/her contractual obligations or is otherwise unable to perform. If awarded a contract, a contractor shall have 90 days from the date of the notification of award of contract to acquire the required equipment, have it inspected, hire and train drivers and be ready to operate. Submission of a proposal shall be deemed to be a promise to meet the 90-day operational requirement. Being selected for placement on the back-up list does not guarantee that a contract will be awarded; back-up contracts will be awarded on an as-needed basis.

Note: All contract awards are contingent upon satisfactory completion of a contractor background check conducted by the CHP.

Contractor Selection Timetable

Monday, October 20, 2008 – 10:00 a.m.	Proposers Conference, MetroCenter Auditorium, 101 8 th Street, Oakland
Thursday, October 23, 2008 – 1:00 p.m.	Price Proposal Workshop, MetroCenter ABAG Training Center, 101 8 th Street, Oakland
Friday, October 31, 2008 – 2:00 p.m.	Questions and Requests for Modification due to MTC Project Manager.
Thursday, November 13, 2008, 2:00 p.m.	Closing date and time for receipt of proposals
Friday, February 13, 2009	MTC Operations Committee review
Thursday, March 10, 2009 (approximate)	Execution of contracts

General Conditions

MTC SAFE will not reimburse any Consultant for costs related to preparing and submitting a proposal. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

Selected tow contractors will be required to sign a contract with the MTC SAFE substantially identical to the enclosed contract, **Appendix C, Sample Contract**, to this RFP. The terms and conditions of this RFP and of the FSP Standard Operating Procedures (SOP) are incorporated by reference into the MTC SAFE-Operator Contract.

Your attention is directed to the General Conditions in ***Section IV*** of this RFP. Please note also the insurance requirements in ***Section I.B.4. of this RFP and Appendix C, Sample Contract***. Any requests for exception to the insurance requirements must be brought to MTC's attention on or before the date and time established above; otherwise, willingness to comply with the insurance requirements will be assumed.

Based on an evaluation by a selection panel, the Executive Director of the MTC SAFE will recommend a contractor and a back-up contractor for each beat to the MTC Operations Committee, which will commit MTC SAFE to the expenditure of funds in connection with this RFP.

Thank you for your participation.

Sincerely,



Ann Flemer

Deputy Executive Director, Operations

AF: RO

Table of Major Changes from 2007 RFP

Substantive changes to the previous RFP issued by the MTC SAFE on September 29, 2006, as well as formatting changes, have been made to this RFP. Proposers are responsible for reading and understanding all the requirements of the RFP. However, in order to assist Proposers in identifying differences in this RFP from the previous FSP RFP, some major changes are listed below. (All cites are to this RFP):

LOCATION/SECTION	DESCRIPTION	PAGE
RFP I.B.1	Minimum Business Qualification Reduced from Five years to three years	1
RFP I.B.4	Insurance <u>Workers Compensation</u> has been changed to add the requirement of a waiver of subrogation. <u>On-Hook</u> requirement increased to \$60,000. Requirement of <u>Umbrella Insurance</u> in the amount of \$1,000,000 has been added.	2
RFP II.H	Price Proposal Fuel price policy added	5
RFP III.D	Limitation on Number of Beat Contracts Maximum number of beats reduced from 5 to 4 and from 15 trucks to 12 trucks	8
RFP IV.I	MTC SAFE Rights Language revised for item #11	12
Appendix A II J	On-Time Delivery of Trucks 45 day provision reduced to 30 days	26
Appendix A III.	Communication Equipment Language regarding the new Mobile Data Computers (Rangers) added	26
Appendix A V	Contractor In-House Back-up Truck Policy No telecommunications data equipment on in-house back-up trucks	27
Appendix A IX. 6	Fuel Compensation Compensation fomula changed	32
Appendix A X 6	Operators Uniform Language added for cover reflectorized vests	32
Appendix A XI	Standard Operating Procedures Language regarding the AVL penalties added	34
Appendix A XII	Other Operating Requirements Language added to cover selling of trucks in case of default or termination of contract(s)	34
Appendix C	Sample Contract Contract revised with FSP Terms and Conditions and annual fund allocation agreement	58

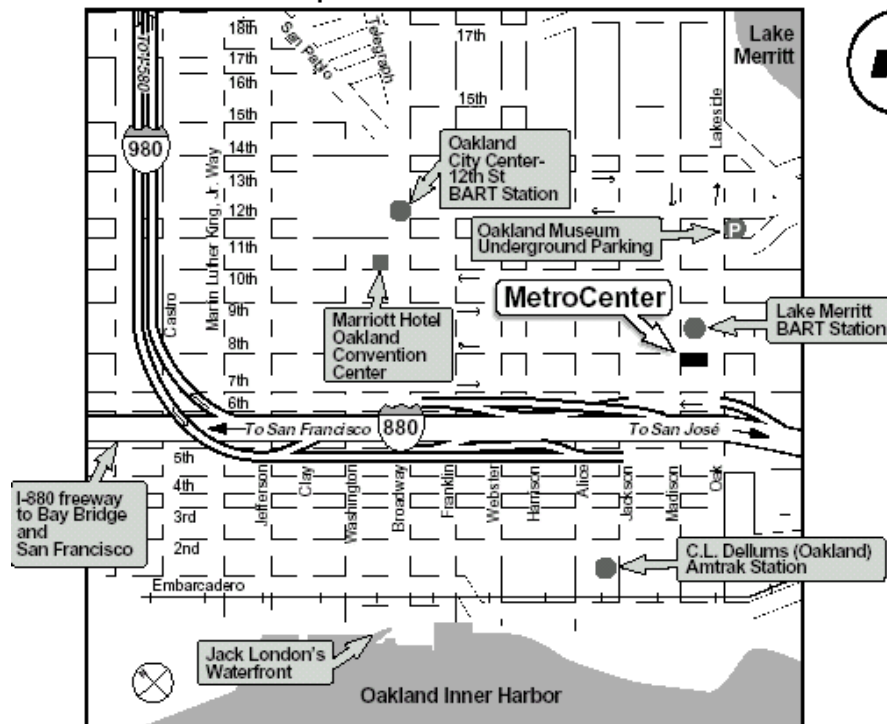
Checklist for Proposers **[not part of bid]**

- q **\$1,000 Performance Guaranty Check**
Provide a cashiers check made out to MTC SAFE. Checks should not expire before October 31, 2009 (Section II.N of the RFP).
- q **Appendix B, Form A-Cover Letter**
Provide a signed and dated Cover Letter. Attach any requested changes to contract (*Appendix C*).
- q **Appendix B, Form B-Vehicle Information**
Provide complete information for each vehicle included in the bid price.
- q **Appendix B, Form C-Experience**
Provide a description of your experience relevant to the minimum qualifications.
- q **Appendix B, Form D-Management**
Provide a response to each bullet.
- q **Appendix B, Form E-Financial Responsibility**
Provide at least two of the following four items:
 - Reference letter from your bank indicating financial responsibility
 - Last two years federal income tax returns (business)
 - Profit and loss statement for last two quarters
 - Dunn and Bradstreet Report or credit report by a recognized credit reporting service issued after August 31, 2008.
- q **Appendix B, Form F- Price Proposal Spreadsheet Line Item Description** Provide a detailed description of the items included in the “Price Proposal Spreadsheet” (Form G).
- q **Appendix B, Form G- Price Proposal Spreadsheet**
- q **Appendix B, Form H- Price Proposal**
- q **Appendix B, Form I-Contractor’s Reference Form**
- q **Appendix B-Form J-Certification of Debarment**
Provide fully executed debarment certification (signed by the Proposer’s chief executive officer).

- q ***Appendix B-Form K-Certification of Restrictions on Lobbying .***
Provide fully executed certification of Lobbying (signed by the Proposer's chief executive officer).
- q ***Appendix B-Form L-DBE Form***
If a DBE, include a copy of the Certification.
- q ***Appendix B-Form M-Subcontractor Information Form***
Provide completed form.
- q ***Appendix B-Form N-Levine Act Statement***
Provide signed and executed form.
- q ***Proposers Conference and Price Proposal Workshop***

Locations and Directions

MetroCenter Location Map



METROPOLITAN
TRANSPORTATION
COMMISSION

Joseph P. Barr MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
510/464-7700
TDD/TTY 510/464-7769
FAX 510/464-7848
E-MAIL: info@mtc.ca.gov
WEB: www.mtc.ca.gov

Public Transit Access

BART: Lake Merritt Station on the Fremont Line
AC Transit: Lines 59, 59A, 62 (weekends)
Lines 11, 59, 59A, 62, 35X, 36X (weekdays)
Amtrak: C.L. Dellums Station
(2nd + Alice Streets)

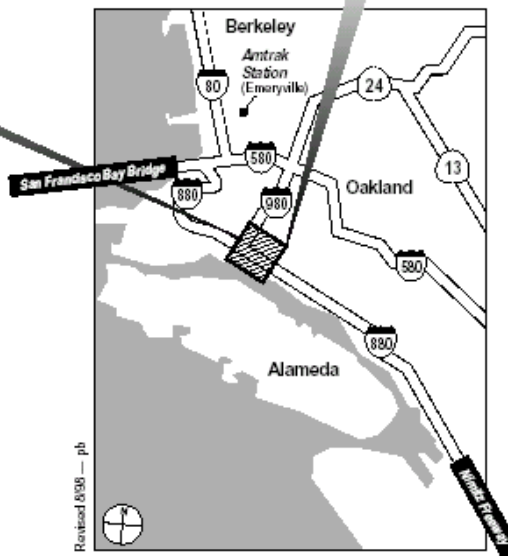
Auto Access

- Travelling south on Route 980, take the Jackson St. Exit and go straight on 5th, left on Oak and left on 8th.
- Travelling north on the Nimitz (Rte. 880—formerly Rte. 17), take the Oak St. Exit.

Parking:

Oakland Museum — 11th & Oak
(Underground parking, entrance on Oak between 11th & 12th)

Metered parking available on streets in the MetroCenter vicinity —
Parking lot behind the MetroCenter is for BART patrons only.



Access from the Oakland Airport

AIR BART shuttle from Oakland Airport to BART is near baggage claim, but outside terminal. Cost is \$2 (no change given). Once at BART, board any northbound train (SF or Richmond), get off at Lake Merritt Station. Once you surface, MetroCenter is the 3-story building across the street.

REQUEST FOR PROPOSALS

to the

METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

for

FREEWAY SERVICE PATROL
TOW CONTRACTING SERVICES

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

September 30, 2008

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I. BACKGROUND & CONTRACTOR REQUIREMENTS

A. Freeway Service Patrol Program

Freeway Service Patrol (FSP) vehicle operators contracting with the MTC SAFE provide “quick fix” items, e.g., furnishing one gallon of gasoline, changing flat tires, providing a “jump” start, taping or repairing cooling system hoses, refilling radiators or similar minor repairs. If the disabled vehicle cannot be repaired in this manner, it is towed to a CHP-designated drop location. In that case, the motorist can request that the FSP vehicle operator contact the CHP Dispatchers to call a CHP rotational tow, specified tow, or relative or friend to assist them. FSP operators are also responsible for clearing the freeway of automobiles, motorcycles, small trucks (vehicles with a gross weight of only 6,000 pounds or less) and small debris. All FSP services are provided free of charge to motorists.

A detailed description of the services to be provided under this RFP is set forth in *Appendix A, Scope of Work*.

B. Contractor Requirements

1. Minimum Business Qualifications

All Proposers must have a business license and at a minimum, three years experience in operating a tow service, of which two years must be on rotation with the California Highway Patrol (CHP) or Freeway Service Patrol (FSP). One year additional highway/freeway experience (law enforcement, auto clubs, etc.) may be substituted for the required two year CHP/FSP experience.

In addition, at the time of proposal submission, all Proposers must maintain a local office or have identified a proposed staging/parking/satellite location on Form B, Vehicle Information, included in Appendix B, located within **30 minutes** driving time (at the speed limit) of the beat(s) for which the Proposer has submitted a proposal. The office must be staffed by a person who has the authority to conduct business and make decisions on behalf of the contractor. If the Proposer intends to use a staging/parking/satellite location, it is not necessary that it be staffed, however, it shall be a secure location with adequate storage space for the FSP truck(s) and minor FSP equipment (i.e., Daily Shift Records, Scantrons, flares, sand, etc.).

Drivers operating from the staging/parking/satellite location must have the ability to communicate with the main office location at all times.

2. Proposers Responsibility

Awards shall only be made to Proposers that have been determined by MTC SAFE to be responsible. “Responsibility” addresses the question of whether a tow contractor is inherently capable of performing the contract. Determination of responsibility takes into consideration a company’s history of completing other similar contracts, its trustworthiness, whether it has necessary equipment and facilities or the ability to obtain them, and its financial stability.

All Proposers must submit evidence of financial responsibility. To meet this requirement, each Proposer must submit at least two of the following four items: (1) a reference letter from its bank; (2) Federal Income Tax Returns from the two most recent years available; (3) Profit/Loss Statement for the two most recent quarters available, and/or (4) Dunn and Bradstreet Report or credit report by a recognized credit reporting service, issued after August 31, 2008.

The financial responsibility information is requested for determining financial responsibility only and will be received as confidential by MTC SAFE. As such, it will not become part of MTC SAFE's public record.

To assist MTC SAFE in assessing the other elements of responsibility, MTC SAFE will contact Proposers' references.

3. Operations Requirements

The operations requirements pertaining to beat locations, holiday schedule, equipment, and operators are set forth in *Appendix A*. By submitting a proposal, each Proposer agrees to perform services in accordance with the detailed Scope of Work as outlined in *Appendix A*.

4. Insurance

Each selected Contractor shall be required, at its own expense, to obtain and maintain in effect for the duration of the contract the following insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees: (1) Workers' Compensation insurance as required by the State of California, such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE; (2) Employer's Liability of at least \$1,000,000 per accident for bodily injury or disease; (3) Commercial General Liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage (if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit); (4) Owned, Non-Owned and Hired Automobile Liability of at least \$1,000,000 per accident for bodily injury and property damage; (5) On-hook Insurance of at least \$60,000 per accident; (6) Inland Marine Floater Insurance of at least \$5,000 or the replacement cost of the equipment supplied by MTC SAFE, whichever is higher; and (7) Umbrella insurance in the amount of \$1,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

Each selected Contractor must have original insurance certificates and the required endorsements approved by MTC SAFE on file before contract performance begins. Insurance carriers shall be required to have an established place of business in California. MTC SAFE may request a claims report at any time.

5. Wage and Benefit Requirement

MTC SAFE requires that tow contractors pay (and be able to verify, with audited financial records) a wage of at least \$10.00 per hour with health benefits or \$11.00 per hour without health benefits. In addition, MTC SAFE requires that tow contractors pay their tow operators the wages

and benefits included in the Price Proposal Spreadsheet (Form G), in Appendix B of this RFP. MTC SAFE reserves the right, through the audit clause in its contract, to confirm a tow contractor's compliance with this requirement. Failure to pay tow operators the wages and benefits listed in the price proposal spreadsheet will result in a lowering of the contractor's hourly rate or the termination of the contract.

C. Scope of Work and Schedule

The purpose of the FSP program is to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Tow vehicles are dedicated exclusively to the service during the hours of operation. The times of operations vary according to beat. All beats operate on weekdays and some operate on Saturdays and/or Sundays. Tow Contractors may also be asked to provide tow services for special events that occur in the Bay Area. FSP service hours and work schedule are outlined in Table 2, *Appendix A*. **All maintenance activities are to be conducted during non-service hours.**

Caltrans, MTC SAFE and the CHP jointly oversee the service. These agencies are responsible for overseeing service performance and ensuring that the contractors abide by the terms of the contracts.

The FSP Operator's Manual, also referred to in this RFP as the SOP (Standard Operating Procedures), explains the types of incidents to which tow operators may be dispatched. This manual will be distributed to all Proposers who attend the Proposers Conferences. Proposers who do not attend a Proposers Conference must contact the MTC SAFE Project Manager in order to obtain the current FSP SOP. Proposers are responsible for becoming familiar with the requirements of the FSP SOP, which will be incorporated by reference into the MTC SAFE contract with each operator.

Tow service under contracts resulting from this RFP will begin on or after July 6, 2009 and will continue for four years for all beats.

II. PROPOSAL REQUIREMENTS

Proposers must submit an original and five hard copies of each proposal to the MTC SAFE offices listed below, in a sealed envelope labeled "Freeway Service Patrol Proposal", no later than 2:00 p.m., Thursday, November 13, 2008 to be considered. Proposals shall be submitted to:

Raymond Odunlami, Project Manager
MTC SAFE
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

Each proposal should include items A through N described in detail below (including the documents contained in *Appendix B*, and a performance guaranty):

A. *Proposal Cover Letter (Form A)*

The Proposal Cover Letter includes an acceptance of the Contract contained in *Appendix C, Sample Contract*. If a Proposer wishes to request any changes to this Contract, such requests must be included in the proposal submission or it shall be understood that the Proposer accepts the Contract in its entirety.

B. *Vehicle Information (Form B)*

Each proposal shall include the year, manufacturer, model, current mileage, Gross Vehicle Weight Rating (GVWR), and Vehicle Identification Number (VIN) of each truck that will be used for the project. The same information shall be provided for the back-up vehicle. If a potential Proposer does not own the vehicles, but plans to acquire the vehicles, a statement as to how these vehicles will be acquired and the time line for acquisition shall be provided.

In addition, Proposers must specify whether the trucks will be operating from the main office or the staging/parking/satellite location.

All trucks must be ready upon commencement of the contract. Contractors must notify MTC SAFE immediately if any of the trucks are late. MTC SAFE may allow the temporary use of approved former FSP trucks if the new FSP trucks are not ready upon commencement of the contract. Contractors will be paid at 10% off of the new rate for the beat until the new FSP trucks are available for use. If one truck is late, including a back up truck, all trucks serving that beat will be paid at this lower rate.

C. *Experience (Form C)*

Each proposal shall describe the Proposers experience in sufficient detail to demonstrate the contractor's fulfillment of the minimum business qualifications set forth in Section I.B.1.

D. *Management (Form D)*

Each proposal shall describe the Proposers management ability in relation to each of the bulleted items.

E. *Financial Responsibility (Form E)*

One copy of documentation relating to the Proposer's financial responsibility shall be provided. This information shall be packaged separately. It is not necessary to include copies of financial information with each copy of the proposal. This information will be received as confidential and shredded upon committee action on the tow contract awards.

F. *Price Proposal Spreadsheet Line Item Description (Form F)*

Each proposal shall include a detailed description of the items that are included in each category of the *Price Proposal Spreadsheet*. This description shall include all expenses requested in each category of Form F. Proposers are responsible for adhering to the stated costs in the price proposal spreadsheet. Failure to so adhere may result in a lowering of the contractor's hourly rate, and, depending upon the severity of the deviation, may result in the termination of the contract.

MTC SAFE reserves the right, through the audit clause in its contract, to confirm a tow contractor's compliance with all items listed in the price proposal spreadsheet.

G. Price Proposal Spreadsheet (Form G)

Each proposal shall include, in addition to the hourly rate, a detailed breakdown of costs. The detailed breakdown of costs will not be designated as confidential and will become part of MTC SAFE's public records. As stated above, Proposers are responsible for adhering to the stated costs in the price proposal spreadsheet. Failure to so adhere may result in a lowering of the contractor's hourly rate, and, depending upon the severity of the deviation, may result in the termination of the contract. MTC SAFE reserves the right, through the audit clause in its contract, to confirm a tow contractor's compliance with all items listed in the price proposal spreadsheet.

In order to simplify the cost calculations, computer media containing sample and blank spreadsheets will be distributed at the Proposers Conferences, or can be mailed upon request to the MTC SAFE Project Manager. It is strongly recommended that Proposers use the blank spreadsheet when preparing their cost calculations. If a Proposer would rather use its own version of a price spreadsheet, then it must contain the exact same categories and provide the same qualitative and quantitative information as contained in Form G, Price Proposal Spreadsheet.

H. Price Proposal (Form H)

Each proposal shall include an hourly rate for operating the required number of FSP vehicles and drivers for the Beat's hours of operation as described in *Table 2 of Appendix A*, as well as for furnishing all labor, materials, tools, fuel (operating as well as for motorists), equipment, operating costs, insurance, overhead, Internet access, postage fees and incidentals as required in this RFP. Office to office communication between the FSP Partners and the Proposers will be conducted via e-mail, thus **Proposers must have Internet access, be able to run a recent version of Microsoft Office as well as the free version of Acrobat Reader in order to send and receive compatible documents.** The hourly rate shall also include costs associated with operators' attendance at the mandatory training classes, meetings required in this RFP, and the required pre-operation vehicle inspections.

MTC SAFE will set the tow vehicle fuel price to be included in the price proposals. However, in the event the price of diesel fuel should rise or fall, MTC SAFE will adjust the hourly rate of compensation as specified in the Contract. MTC SAFE will utilize figures published by the Federal Department of Energy ("On the Highway Diesel Prices") to determine fuel rates. For details refer to *Appendix C, Sample Contract*.

I. Contractor's Reference Form (Form I)

Each Proposer shall submit three references from individuals, companies, law enforcement agencies, service clubs, public agencies, etc., who are knowledgeable of the Proposers experience and capabilities with regard to towing services. Proposers are encouraged to include references from public agencies and/or other clients for whom they have performed services similar to those

described in this RFP. **References from relatives and/or current FSP Staff will not be accepted.**

The submitted reference information shall be complete and current. References, for which incomplete and/or inaccurate contact information is provided, may count against the Proposer during the proposal evaluation process.

J. Certification of Debarment (Form J)

Sign and submit the certification regarding debarment.

K. Certification of Restrictions on Lobbying (Form K)

Sign and submit the certifications regarding lobbying.

L. Subcontractor Information Form (Form L)

Respondents are also required to document their activities in the solicitation of subconsultants by completing Form L Bidders List of Subcontractors (DBE and Non-DBE), Part I and II , in order to be awarded a contract.

M. California Levine Act Statement (Form M)

State law requires Proposers to disclose campaign contributions to any MTC SAFE Commissioner exceeding \$250. All Proposers are required to complete the Levine Act Statement.

N. Performance Guaranty

All proposals must be accompanied by a performance guaranty in the form of a one thousand dollar (\$1,000) cashier's check made out to MTC SAFE. Each check should include the company name and the number of the beat(s) for which the performance guaranty is being submitted. It is not necessary to submit more than one performance guaranty for proposals including multiple beats.

Guaranty checks will be returned to unsuccessful Proposers within ten (10) days of their notification of non-selection and to successful Proposers (including back-up Proposers) after the successful completion of three months of service.

Proposals shall be valid for one hundred eighty (180) days after the proposal due date. Proposers on the back-up list will be requested to extend their proposals for a period of one (1) year after their submittal.

If an existing Contractor defaults within the first three (3) months of service, or a back-up Proposer declines a beat's contract or defaults within the first three (3) months of service, his or her \$1,000 Performance Guaranty will be forfeited.

III. PROPOSAL EVALUATION

A. Evaluation of Proposals/Criteria for Review

Proposals from Proposers who meet the minimum requirements set out in *Section I B.1* will be evaluated by a panel of staff representatives from MTC SAFE, Caltrans, and CHP. Evaluation will be based on the following criteria, each of which is approximately equal in importance.

1. Price.

An evaluation will be made as to the reasonableness of the price proposal. On a Beat-by-Beat basis, the evaluation panel will compare the Proposers' total prices for the proposed tow service. The total price is the amount that appears on Line 19 of the Price Proposal Spreadsheet contained in *Appendix B* (Form G).

2. Management/Business Capacity.

This factor considers the ability to successfully and professionally manage the business including: demonstrated ability to manage the company; ability to maintain accurate and professional accounting records/bookkeeping; ability to maintain high levels of customer and employee satisfaction; quality of proposal; record of maintaining professional standards of performance, safety and appearance; quality of personnel; and record of consistent routine maintenance of vehicles and equipment. In addition, years in operation, current size (number of trucks) and if applicable, number of years in the FSP program as well as on the CHP Rotation will be used as factors to consider a contractors business ability to handle multiple beats. Incumbent tow contractors will be evaluated according to their existing level of performance within the program. Information obtained from the site visits described below will also be used to evaluate management.

3. Quality of Tow Service.

The FSP program sets high standards for its tow contractors and operators. The Evaluation Committee will evaluate whether the tow contractor has demonstrated the ability to provide the level of service that is required in the FSP Standard Operating Procedures (SOP). Incumbent tow contractors will be rated according to their existing level of performance within the program, including adherence to the SOP and prior contracts. In addition, references will be contacted to confirm the Evaluation Committee's findings. For tow contractors not currently in the FSP Program, an extensive reference check will be conducted to determine the quality of service that can be expected. Thus, it is essential that the contact information provided for each reference is complete and current. References with incomplete and/or inaccurate contact information will not be considered and may negatively impact the evaluation. MTC SAFE reserves the right to check references obtained from any source. Information obtained from the site visits described below may also be used to evaluate quality.

B. Site Visits/Proposer Discussions

Site visits will be conducted at both the Proposers office and staging/parking/satellite locations, if applicable. Site visits at the office location will consist of an interview and inspection of the Proposers office and/or tow yard. The proposed staging/parking/satellite location will be

inspected for conformance with the minimum requirements as described in Section I.B.1, Minimum Business Qualifications, of this RFP.

The site visits will be conducted by an evaluation panel consisting of representatives from each of the partner agencies (MTC SAFE, CHP and Caltrans). Site visits will be scheduled with Proposers no later than one (1) week prior to the visit. The site visit will include an on-site interview and an inspection of the facilities and equipment. The purpose of the site inspection is to permit evaluators to secure information, not available in the proposals, to enable the panel to evaluate the operator's ability to manage the business and ability to operate tow service according to FSP needs and standards. (This information is relevant to Evaluation Criteria 2. Management and 3. Quality of Tow Service listed above.) The site visit will focus on the following three components:

On-Site Interviews: On-site interviews will be conducted at the Proposers office location. The owner or manager will be questioned on knowledge of the FSP program; the Contractor's facilities and equipment; management; office/field operations, and any other factors deemed appropriate by the evaluation team. Office personnel will be evaluated in terms of effective dispatching; filing/record keeping; and general organization, including familiarity with the required computer operations. An assessment will be made on capabilities required to initiate service for the FSP program.

Facilities and Equipment: The site inspection team will inspect the Proposers facilities and equipment including: quality and maintenance of existing tow trucks; facility space and security; upkeep, arrangement of equipment; and maintenance and repair facilities. If applicable, the proposed staging/parking/satellite location will be inspected for conformance with the minimum staging/parking/satellite location requirements as described in Section I.B.1 *Minimum Business Qualifications*.

Office Organization: The site inspection team will inspect the Proposers office organization including: staffing, filing system; record keeping (including insurance, current vehicle registrations, etc.); dispatch and information keeping systems; and overall environment and upkeep. This component does not apply to satellite locations.

During the site visits, evaluation panel members on the site inspection team will also notify the Proposers of specific miscalculations and/or concerns, if any, arising out of their price proposal spreadsheet.

C. Price Proposal Spreadsheet Discrepancies

Following the site visits, MTC SAFE may give Proposers the opportunity to revise their price proposal spreadsheets to address the concerns raised during the site visit. Proposer(s) will be allowed 3 business days to correct any deficiencies. Upon receipt of the revised price proposal spreadsheet, if necessary, the evaluation panel will conduct a final evaluation, taking into consideration the site visit reviews, reference checks, and the revised price proposal.

D. Limitation on Number of Beat Contracts

MTC SAFE will not award more than four (4) beats or twelve (12) operational trucks to any one tow contractor. The Evaluation Panel may further limit the number of beats and trucks to contractors that have not demonstrated sufficient capacity to handle multiple beats.

E. Limitation on Number of Combination Beat Contracts

Proposers may choose to package a combination of two beats into one bid proposal, with the following restrictions:

- Only two beats can be bundled into one package;
- Combination bids will only be accepted as an alternative to single bids;
- Since bidders must provide a deposit on single bids, deposits are not required for combination bids; and
- Each Proposer will be limited to two sets of combination bids.

IV. GENERAL CONDITIONS

A. Examination of RFP Documents

Each Proposer shall be solely responsible for examining, with appropriate care, the RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the work in the event the Proposer is selected. Failure of the Proposer to so examine and inform itself shall be at its sole risk and no relief for error or omission will be given.

B. Interpretation of RFP Documents

Proposers may request of MTC SAFE in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents. Where such interpretation or clarification requires a change in the RFP, MTC SAFE will issue an Addendum. Proposers shall acknowledge receipt of any and all Addenda in their Proposal Cover Letters contained in *Appendix B* (Form A). MTC SAFE shall not be bound by and Proposers shall not rely on any oral interpretation or clarification of the RFP Documents.

C. Preparation of Proposal s

All the forms included in *Appendix B* (Forms A through L) shall be completed and submitted. The RFP will be made available online at <<www.mtc.ca.gov>> (click “Jobs & Contracts” under the Site Index) to allow Proposers to print the required forms, complete, sign and submit to MTC SAFE by the proposal due date included in the Letter of Invitation attached to this RFP. All proposals shall be prepared by and at the expense of the Proposer.

D. Modified or Conditional Proposals

Proposers shall submit a proposal in conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted within a sealed envelope in

accordance with Section G, Submission of Proposal/Period of Acceptance below. Oral, telegraphic or telephonic proposals or modifications will not be considered.

E. Signing of Proposal/Authorization to Negotiate

Each proposal submitted by a Proposer shall be executed by the Proposer or by its authorized representative. In addition, the Proposer must identify those persons authorized to negotiate on its behalf with MTC SAFE in connection with this RFP.

F. Withdrawal of Proposals

A proposal may be withdrawn by the Proposer by means of a written request signed by the Proposer or its properly authorized representative and delivered to the place stipulated in the Letter of Invitation for receipt of proposals prior to the date and time for submittal of proposals.

G. Submission of Proposal/Period of Acceptance

Each proposal submitted by a Proposer must be delivered to MTC SAFE at the address shown on the Letter of Invitation up to the Proposal due date and time shown therein. It is the Proposers sole responsibility to see that its proposal is received as stipulated. In compliance with this RFP the Proposer agrees, if its proposal is accepted within one hundred eighty (180) days from the date specified in the RFP for receipt of proposals, to provide the services at the price stipulated in its Form G, Price Proposal Spreadsheet. Proposers put on the back-up list will be requested to extend their proposals for a period of one (1) year after their submittal.

H. Award of Contract

A sample of the Contract to be utilized is contained in *Appendix C* of this RFP. MTC SAFE reserves the right to make changes in the Contract that do not affect the Contractor's cost provided for the agreed upon service.

I. MTC SAFE Rights

MTC SAFE may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the work described in this RFP. MTC SAFE reserves the right to:

1. Reject any or all of the proposals;
2. Cancel the RFP;
3. Issue addenda to the RFP;
4. Seek the assistance of outside technical experts in proposal evaluation;
5. Negotiate with any, all, or none of the respondents to the RFP;
6. Solicit Best and Final Offers (BAFO) from any/all of the Proposers;
7. Subject to Section III D. Limitations on the Number of Beat Contracts, award a contract to one or more Proposers;
8. Accept other than the lowest price proposal;
9. Waive minor informalities and irregularities in proposals;

10. Directly award a contract if no bids are received for a beat; and
11. Limit the number of beats per truck to any one contractor.

This RFP does not commit the MTC SAFE to enter into a contract, nor does it obligate MTC SAFE to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

J. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days after the date the proposer is notified that it was found to be non-responsive; or
3. No later than three (3) working days after the date on which contract award is authorized by the MTC Operations Committee or the date the proposer is notified that it was not selected, whichever is later, for objections to Contractor selection.

Except with regard to initial determining of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the MTC SAFE Executive Director.

The MTC SAFE Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC's Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Operations Committee's decision will be the final agency decision.

K. Disadvantaged Business Enterprise (DBE) Policy

1. Terms As Used In This Document

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “bidder” also means “proposer” or “offerer.”
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. Authority and Responsibility

2.1 DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

2.2 Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. Submission of DBE Information

A. “Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information” form, Appendix F will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE Participation General Information

It is the bidder’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

4.1 A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

4.2 A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

4.3 A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

4.4 A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

4.5 The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.

4.6 A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. Resources

5.1 The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.

5.2 Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <<http://www.dot.ca.gov/hq/bep/>>.

- Click on the link in the left menu titled Find a Certified Firm
- Click on Query Form link, located in the first sentence
- Click on Certified DBE's (UCP) located on the first line in the center of the page
- Click on Click To Access DBE Query Form
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- “Start Search,” “Requery,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

Respondents are also required to document their activities in the solicitation and selection of subcontractors by completing Appendix B Form M, Subcontractor Information Form, and DBEs are requested to complete Appendix B Form L of this RFP.

APPENDIX A, SCOPE OF WORK

I. GENERAL DESCRIPTION

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) requires towing services for the Freeway Service Patrol (FSP). The FSP program is managed by a partnership of the MTC SAFE, the California Department of Transportation (Caltrans), and the California Highway Patrol (CHP).

The FSP operates on selected roadway segments in the San Francisco Bay Area which are referred to as beats (See Appendix A, Table 1 for map of proposed beats). Each beat has specific turnaround locations and designated drop locations identified by the CHP. Tables 2 (*Proposed Implementation Plan*) and 3 (*Holiday Schedule*) of this *Appendix* show the specific beat limits, number of tow trucks, number of back-up trucks, hours of operation and holidays for calendar years 2009, 2010, 2011, 2012 and 2013 on which the service is required for the beats in this contracting round.

Any of the three partner agencies (MTC SAFE, Caltrans, and the CHP), may dispatch a FSP vehicle to incident locations within and beyond the vehicle's patrol limits when necessary. When deemed necessary, the partner agencies may split larger beats into smaller beats or reassign vehicles. In addition, there may be some instances where FSP operators may be requested to lend assistance to peace officers. FSP operators are required to follow the instructions of the peace officer while at the scene of any incident. At any time during the contract's term, MTC SAFE reserves the right to adjust beat specifications to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted, the contractor may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat. In addition, MTC SAFE reserves the right to modify the Proposed Implementation Plan (Table 2) by either adding or deleting weekend days, holidays and hours to or from the work schedule.

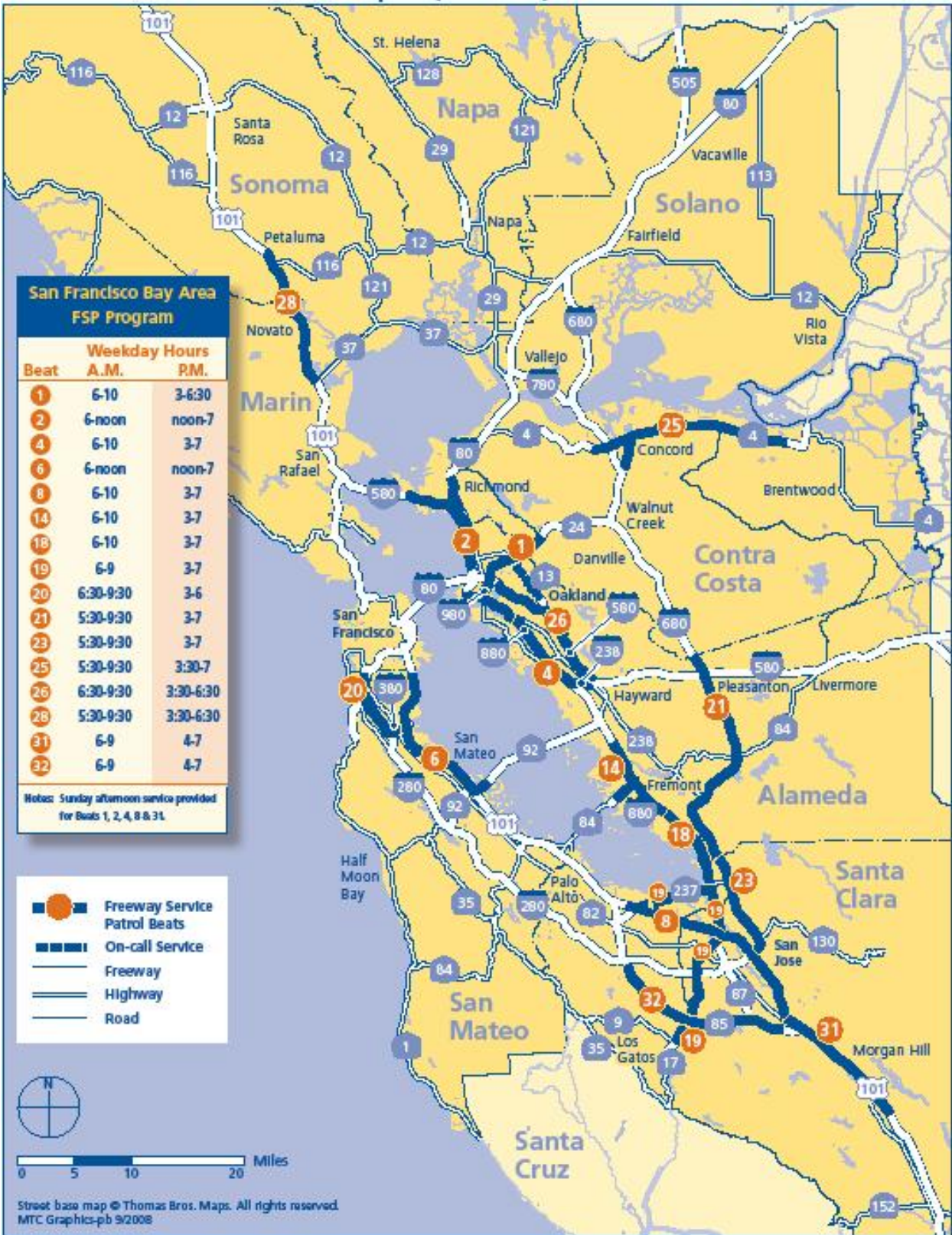
The drivers shall be trained on patrol procedures for the beats prior to commencement of service. Operators may spend approximately 10 minutes per disablement in attempting to mobilize a vehicle. If a vehicle cannot be mobilized within the 10-minute time limit, the vehicle should be towed to a designated drop location identified by the CHP. No other drop locations are permitted. The motorist can request the FSP vehicle operator to call the CHP Communications Center to request a CHP rotational tow, specified tow or relative/friend to assist them.

The FSP vehicles will continuously patrol their assigned beat and offer assistance to all stopped vehicles. The vehicles shall also respond to CHP and Caltrans dispatches for service, use the designated turnaround locations and use the CHP-identified drop locations.

FSP operators are not allowed to tow as independent contractors from incidents that occur during the FSP shift. If called as a rotation tow after a FSP shift, another driver must be dispatched to respond to the incident. FSP operators are also not allowed to accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. All public complaints will be investigated by the CHP.

Travel time to the beat is at the expense of the contractor.

TABLE 1: Map of Proposed Beats Included in this RFP



BAY AREA FREEWAY SERVICE PATROL PROGRAM
Beats up for Renewal in FY09


Revised 06/01/07

BEAT ID	LOCATION		CALTRANS ONE WAY LENGTH (IN MILES)	START DATE	ENDING DATE	WEEKDAYS			SUNDAY PM SHIFT	# OF TOW TRUCKS	# OF PICKUP TRUCKS	# OF FLATBED TRUCKS	# OF BACKUP TRUCK	NOTES	TOTAL CONTRACT HOURS	BEAT ID
	COUNTY	ROUTE				AM SHIFT	MIDDAY SHIFT	PM SHIFT								
1	ALA	980	2.03	07/27/09	07/26/13	6:00-10:00		15:00-18:30	13:00-19:00	2				b	16,473	1
	ALA	880	2.04													
	ALA	24	4.39													
	CC	24	6.25													
	CC/ALA	13	(4.23)											e		
2	ALA	80	4.25	07/27/09	07/26/13	6:00-10:00	10:00-15:00	15:00-19:00	13:00 - 19:00	2	1		1	a, b, c	30,431	2
	CC	80	4.34													
	ALA/CC	580	6.01													
4	ALA	880	10.55	07/27/09	07/26/13	6:00-10:00		15:00-19:00	13:00-19:00	2				b	17,470	4
	ALA	238	2.11													
6	SM	101	14.23	07/06/09	07/05/13	6:00-10:00	10:00-15:00	15:00-19:00		2	2		1	a, b	37,129	6
	SM	92	1.47													
8	SCL	101	18.40	07/06/09	07/05/13	6:00-10:00		15:00-19:00	13:00 - 19:00	3			1	b, c	25,428	8
	SCL	237	2.12													
14	ALA	880	5.84	07/25/09	07/26/13	6:00-10:00		15:00-19:00		2				b	15,920	14
	ALA	84	2.26													
18	SCL	880	2.08	07/11/09	07/12/09	6:00-10:00		15:00-19:00		2				b	15,920	18
	ALA	880	7.18													
19	SCL	880	8.42	07/11/09	07/12/09	6:00-9:00		15:00-19:00		2	1			b	20,895	19
	SCL	17	6.88													
	SCL	237	4.70													
20	SM	280	8.18	07/11/09	07/12/09	6:30-9:30		15:00-18:00		1				b	5,970	20
	SM	380	1.67													
21	ALA	680	21.35	07/11/09	07/12/09	5:30-9:30		15:00-19:00		1	1	1	1	b	23,880	21
23	SCL/ALA	680	10.17	07/11/09	07/12/09	5:30-9:30		15:00-19:00		2				b	15,920	23
25	CC	4	20.39	07/18/09	07/19/13	5:30-9:30		15:30-19:00		3	0			b	22,388	25
	CC	242	3.4													
26	ALA	580	13.47	07/18/09	07/19/13	6:30-9:30		15:30-18:30		1		1		b	11,940	26
	ALA	13	(0.0)											e		
28	MRN/SON	101	13.1	07/18/09	07/19/13	5:30-9:30		15:30-18:30		1				b	6,965	28
31	SCL	101	12.6	07/20/09	07/21/13	6:00-9:00		16:00-19:00	13:00 - 19:00	2				b, c	13,476	31
32	SCL	85	16.48	07/18/09	07/19/13	6:00-9:00		16:00-19:00		2				b	11,940	32
			236.36							30	5	2	4wkdy, 2 wknd		292,145	

Notes:

a	Weekday midday service shall consist of one FSP tow truck.
b	Refer to the Holiday Schedule. If a holiday falls on a Monday, regular Sunday Service is cancelled.
c	Sunday service shall consist of one FSP tow truck, except for Beats 13, 22, 29, 34 & 37 (see notes d and h).
d	Friday Evening service: 15:30 to 20:00; Sunday Service: two trucks, 13:00 to 19:00.
e	Coverage is provided on this segment intermittently or on an as needed basis.
f	Refer to Beats 16 & Santa Cruz weekend service schedule.
g	Friday Evening service: 14:00 to 19:00.
h	Friday Evening service: 14:30 to 19:00; Sunday Service: two trucks, 13:00 to 19:00.

TABLE 3: Holiday Schedule

Bold—Beats included in this Procurement Round
 No Sunday Service

Beat I. D.	Independence Day					Travel Day after Independence Day					labor day				
	2009	2010	2011	2012	2013	2009	2010	2011	2012	2013	2009	2010	2011	2012	2013
	Jul. 3, Friday	Jul. 5, Monday (4b)	Jul. 4, Monday (2)	Jul. 4, Wednesday	July 4, Thursday	Jul. 5, Sunday	Jul. 6, Tuesday	Jul. 5, Tuesday	Jul. 5, Thursday	Jul. 5, Friday	Sept. 7, Monday (2)	Sept. 6, Monday (2)	Sept. 5, Monday (2)	Sept. 3, Monday (2)	Sept. 2, Monday (2)
1,2,3,4,8, 11,12,13,17,22,29,31,34,37		13:00-19:00	13:00-19:00	13:00-19:00		13:00-19:00		13:00-19:00			13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
6,27	No Service	13:00-19:00	13:00-19:00	No Service	No Service	13:00-19:00	Regular Service	Regular Service	Regular Service	Regular Service	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
Other beats	No Service	No Service	No Service	No Service	No Service	No Service					No Service	No Service	No Service	No Service	No Service
Beat I. D.	Columbus Day					Veteran's Day					Thanksgiving Day				
	2009	2010	2011	2012	2013	2009	2010	2011	2012	2013	2009	2010	2011	2012	2013
	Oct. 12, Monday (2)	Oct. 11, Monday (2)	Oct. 10, Monday (2)	Oct. 8, Monday (2)	Oct. 14, Monday (2)	Nov. 11, Wednesday	Nov. 11, Thursday	Nov. 11, Friday	Nov. 12, Monday	Nov. 11, Monday	Nov. 26, Thursday	Nov. 25, Thursday	Nov. 24, Thursday	Nov. 22, Thursday	Nov. 28, Thursday
1,2,3,4,8, 11,12,13,17,22,29,31,34,37		13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00					
6,27	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service
Other beats	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service
Beat I. D.	Day After Thanksgiving					Sunday After Thanksgiving					Christmas Day				
	2009	2010	2011	2012	2013	2009	2010	2011	2012	2013	2009	2010	2011	2012	2013
	Nov. 27, Friday (2)	Nov. 26, Friday (2)	Nov. 25, Friday (2)	Nov. 23, Friday (2)	Nov. 29, Friday (2)	Nov. 29, Sunday	Nov. 28, Sunday	Nov. 27, Sunday	Nov. 25, Sunday	Dec. 1, Sunday	Dec. 25, Friday	Dec. 25, Saturday (3a)	Dec. 25, Sunday (4c)	Dec. 25, Tuesday	Dec. 25, Wednesday
1,2,3,4,8, 11,12,13,17,22,29,31,34,37		No Service	No Service	No Service	No Service	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00					
29,34,37	10:00-16:00	10:00-16:00	10:00-16:00	10:00-16:00	10:00-16:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	No Service	No Service	No Service	No Service	No Service
6,27	No Service	No Service	No Service	No Service	No Service	N/A	N/A	N/A	N/A	N/A	No Service	No Service	No Service	No Service	No Service
Other beats	No Service	No Service	No Service	No Service	No Service	N/A	N/A	N/A	N/A	N/A	No Service	No Service	No Service	No Service	No Service
Beat I. D.	New Year's Day					Martin Luther King, Jr. Day					Presidents day				
	2009	2010	2011	Jul. 4, Wednesday	2013	2009	2010	2011	2012	2013	2009	2010	2011	2012	2013
	Jan. 1, Thursday	Jan. 1, Friday (2)	Jan. 1, Saturday (3b)	Jan. 1, Sunday (4d)	Jan. 1, Tuesday	Jan. 19, Monday (2)	Jan. 18, Monday (2)	Jan. 17, Monday (2)	Jan. 16, Monday (2)	Jan. 21, Monday (2)	Feb. 16, Monday (2)	Feb. 15, Monday (2)	Feb. 21, Monday (2)	Feb. 20, Monday (2)	Feb. 18, Monday (2)
1,2,3,4,8, 11,12,13,17,22,29,31,34,37						13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
6,27	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service
Other beats	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service
Beat I. D.	Memorial Day					Chrismas Eve					New Years Eve				
	2009	2010	2011	2012	2013	2009	2010	2011	2012	2013	2009	2010	2011	2012	2013
	May 25, Monday (2)	May 31, Monday (2)	May 30, Monday (2)	May 28, Monday (2)	May 27, Monday (2)	Dec 24, Thursday	Dec 24, Friday	Dec 24, Saturday	Dec 24, Monday	Dec 24, Tuesday	Dec 31, Thursday	Dec 31, Friday	Dec 31, Saturday	Dec 31, Monday	Dec 31, Tuesday
1,2,3,4,8, 11,12,13,17,22,29,31,34,37	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	AM Service Only	No Service	AM Service Only	AM Service Only	13:00-19:00	AM Service Only	No Service	AM Service Only	Regular Service
6,27	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	AM Service Only	No Service	AM Service Only	AM Service Only	13:00-19:00	AM Service Only	No Service	AM Service Only	Regular Service
Other beats	No Service	No Service	No Service	No Service	No Service	No Service	AM Service Only	No Service	AM Service Only	AM Service Only	13:00-19:00	AM Service Only	No Service	AM Service Only	Regular Service

Notes

- 1) All holiday service consists of 2 tow trucks per beat, unless a one truck beat.
- 2) If a holiday falls on a Monday, regular scheduled Sunday service (13:00-19:00) is cancelled EXCEPT for Napa Bt. 17 which will have normal 8 hr. wknd service if holiday falls on Mon. or Fri.
- 3) If a holiday falls on a Saturday, holiday service (13:00-19:00) should be provided on the preceding Friday.
 - a) In 2010, Dec. 25th falls on a Saturday, so the X-mas holiday service (AM service only) is provided Fri. Dec. 24th, NO Sat. service, REGULAR Sun. service.
 - b) In 2011, Jan. 1st falls on a Saturday, so the New Year's holiday service (AM service only) is provided on Fri. Dec. 31, 2010, NO Sat. service, REGULAR Sun. service.
- 4) If a holiday falls on a Sunday, holiday service (13:00-19:00) should be provided on the following Monday.
 - a) In 2007, Nov. 11th falls on a Sunday, so the Veteran's Day holiday service is provided on Mon. Nov. 12th, NO Sun. service, REGULAR Sat. service.
 - b) In 2010, July 4th falls on a Sunday, so the 4th of July holiday service is provided Mon. July 5th, NO Sun. service, REGULAR Sat. service.
 - c) In 2011, Dec. 25th falls on a Sunday, so the X-mas holiday service is provided Mon. Dec. 26th, NO Sun. service, REGULAR Sat. service.
 - d) In 2012, Jan. 1st falls on a Sunday, so the holiday service is provided Mon. Jan. 2nd, NO Sun. service.

TABLE 4: Back-Up Truck Assignments

BEAT	Primary Beat	Secondary Beat	Tertiary Beat
1	Beat 2-Back-up Truck	Beat 5-Back-up Truck	Beat 6-Back-up Truck
2	Beat 2-Back-up Truck	Beat 13-Back-up Truck	Beat 5-Back-up Truck
3	Beat 21-Back-up Truck	Beat 6-Back-up Truck	Beat 5-Back-up Truck
4	Beat 2-Back-up Truck	Beat 5-Back-up Truck	Beat 6-Back-up Truck
5	Beat 5-Back-up Truck	Beat 2-Back-up Truck	Beat 6-Back-up Truck
6	Beat 6-Back-up Truck	Beat 2-Back-up Truck	Beat 13-Back-up Truck
8	Beat 8-Back-up Truck	Beat 21-Back-up Truck	Beat 9-Back-up Truck
9	Beat 9-Back-up Truck	Beat 8-Back-up Truck	Beat 21-Back-up Truck
10	Beat 6-Back-up Truck	Beat 9-Back-up Truck	Beat 8-Back-up Truck
11	Beat 6-Back-up Truck	Beat 2-Back-up Truck	Beat 13-Back-up Truck
12	Beat 2-Back-up Truck	Beat 5-Back-up Truck	Beat 13-Back-up Truck
13	Beat 13-Back-up Truck	Beat 2-Back-up Truck	Beat 6-Back-up Truck
14	Beat 21-Back-up Truck	Beat 8-Back-up Truck	Beat 6-Back-up Truck
15	Beat 17-Back-up Truck	Beat 13-Back-up Truck	Beat 2-Back-up Truck
16	Beat 9-Back-up Truck	Beat 8-Back-up Truck	Beat 21-Back-up Truck
17	Beat 17-Back-up Truck	Beat 13-Back-up Truck	Beat 5-Back-up Truck
18	Beat 21-Back-up Truck	Beat 8-Back-up Truck	Beat 9-Back-up Truck
19	Beat 9-Back-up Truck	Beat 8-Back-up Truck	Beat 21-Back-up Truck
20	Beat 6-Back-up Truck	Beat 13-Back-up Truck	Beat 2-Back-up Truck
21	Beat 21-Back-up Truck	Beat 8-Back-up Truck	Beat 9-Back-up Truck
22	Beat 21-Back-up Truck	Beat 5-Contractor	Beat 8-Back-up Truck
23	Beat 8-Back-up Truck	Beat 21-Back-up Truck	Beat 9-Back-up Truck
24	Beat 17-Back-up Truck	Beat 5-Back-up Truck	Beat 2-Back-up Truck
25	Beat 5-Back-up Truck	Beat 2-Back-up Truck	Beat 13-Back-up Truck
26	Beat 2-Back-up Truck	Beat 5-Back-up Truck	Beat 21-Back-up Truck
27	Beat 5-Back-up Truck	Beat 21-Back-up Truck	Beat 2-Back-up Truck
28	Beat 13-Back-up Truck	Beat 17-Back-up Truck	Beat 2-Back-up Truck
29	Beat 17-Back-up Truck	Beat 5-Back-up Truck	Beat 2-Back-up Truck
30	Beat 6-Back-up Truck	Beat 9-Back-up Truck	Beat 8-Back-up Truck
31	Beat 8-Back-up Truck	Beat 9-Back-up Truck	Beat 21-Back-up Truck
32	Beat 8-Back-up Truck	Beat 9-Back-up Truck	Beat 21-Back-up Truck
34	Beat 17-Back-up Truck	Beat 5-Back-up Truck	Beat 2-Back-up Truck
35	Beat 5-Back-up Truck	Beat 21-Back-up Truck	Beat 2-Back-up Truck
36	Beat 5-Back-up Truck	Beat 2-Back-up Truck	Beat 17-Back-up Truck
37	Beat 17-Back-up Truck	Beat 5-Back-up Truck	Beat 2-Back-up Truck
Santa Cruz	Beat 9-Back-up Truck	Beat 8-Back-up Truck	Beat 21-Back-up Truck
Santa Cruz	Beat 9-Back-up Truck	Beat 8-Back-up Truck	Beat 21-Back-up Truck

**Beats with
Back-up
Trucks**

Beat 2
Beat 5
Beat 6
Beat 8
Beat 9
Beat 13
Beat 17
Beat 21
8 Trucks

*IF PRIMARY, SECONDARY, AND TERTIARY BACK UP CONTRACTORS ARE UNAVAILABLE, CONTRACTORS MUST CONTINUE DOWN THE LIST TO AVOID A FINE AND TO ENSURE THE FSP SERVICE IS PROVIDED AS CONTRACTED.

II. VEHICLES

Vehicles will be exclusively dedicated to the FSP during its hours of operation. The FSP will utilize, at a minimum, Class A trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All tow trucks proposed for use in the FSP program shall be less than six months old with a maximum of 25,000 miles on the chassis and running gear at the onset of the contract. Other equipment on the truck is not required to be new, but shall be in excellent condition and is subject to the approval of the CHP.

A. *Tow Trucks Only*

The tow trucks must meet the following criteria which are used to determine the safe towing limits for a truck: 1) the total weight of the truck, including the lifted load, must fall within the manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings (FAWR, RAWR); 2) the truck must meet all applicable standards; 3) for proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

Each tow truck shall be equipped, at a minimum, with the following:

- Easy or Wheel lift, with a minimum lift rating of 3,000 pounds
- Proper safety straps
- Boom with a minimum static rating of 5,000 pounds
- Boom controls on both left and right side of truck
- Winch - 8,000 pound rating on the first layer of cable
- Trailer hitch capable of handling a 1 & 7/8-inch or 2 inch ball
- Motorcycle transporting capability
- Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3,500 pounds
- Tow chains 5/16-inch alloy or OEM specs., J.T. hook assembly
- Tail lights, brake lights, portable remote with extension cord (1 set)
- Dolly, portable for removing otherwise untowable vehicles (1)
- Safety chains a minimum of 5 ft. in length 5/19 alloy (2)
- Safety chain D-ring or eyelet mounted on rear of truck
- Rubber face push bumper (as referenced in this Appendix A, Section II.D)
- Four ton snatch block with hook (1)
- Twenty foot recovery chain with hooks on both ends (1)
- 4" x 6" x 12" wood blocks (2)
- 4" x 4" x 48" wooden cross beam (1)
- 4" x 4" x 60" wooden cross beam (1)

B. *Pick-up Trucks Only*

All pickup trucks are required to be: 1) less than one year old, 2) with a maximum of 5,000 miles at the onset of the contract, and 3) a size of half (1/2) ton (optional: extended or crew cab pick-up truck). A pick-up truck of any other size does not meet specifications. MTC SAFE or CHP will check the original purchase dates to ensure compliance.

C. *Flatbed Trucks Only*

The flatbed trucks utilized in the FSP must meet the following criteria which have been determined to be minimum requirements to provide safe limits for the trucks: 1) the total weight of the truck, including the load, must fall within the manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings; 2) the truck must meet all applicable standards; and 3) for proper steering and braking, the front axle load must be a minimum of 50% of its normal or unladen weight after any load is in place.

Each flatbed truck is required to display an additional 20" x 20" FSP sign. The sign shall be adhered to the exterior back of the cab, directly below the window.

Each flatbed truck shall be equipped, at a minimum, as follows:

- The vehicle shall have a minimum GVWR of 21,000 pounds.
- The rear axle on the truck shall have a minimum rating of 15,000 pounds.
- The flatbed shall be made of steel (aluminum is not acceptable).
- The flatbed shall have a minimum length of 21 feet.
- The flatbed shall be equipped with a winch rated at minimum 8,000 pounds on first layer of cable.
- Winch cable: Minimum 50 feet, 3/8 inch diameter, with working limit of 3,500 pounds.
- The truck shall be equipped with a remote control to activate the winch. This control may be via a plug in lanyard line. The control must permit an operator the ability to control the winch while steering the vehicle being loaded.
- The flatbed shall be equipped with bed and winch controls on both sides of the vehicle.
- The flatbed shall be equipped with a minimum of eight (8) tie down locations: one near each corner of the bed and two more distributed along each side of the bed between the corner locations. The tie down locations must be capable of mounting a snatch block.
- The truck shall be equipped with a wheel lift rated at a minimum of 2,500 pounds.
- The truck shall be equipped with a rubber face push bumper.
- Trailer hitch capable of handling 1 7/8 inch and 2 inch balls.
- Set of four (4) axle straps.
- Set of four (4) tie down chains.
- Motorcycle transporting capabilities (tie down straps)
- Tail lights, brake lights, portable remote with extension cord.
- Four (4) safety chains (minimum 5 feet each) 5/16 alloy
- One (1) 20 foot chain with hooks both ends (recovery type chain)
- One (1) four ton snatch block with hook
- Two (2) 4" x 6" x 12" wood blocks
- Booster cables capable of reaching passenger vehicle parked to the rear or forward of the service vehicle.

D. All Trucks Including Flatbeds and Pickups

Each FSP truck will be required to have a toolbox with the following minimum number of tools/supplies. The list may be supplemented at the Contractor's option and expense. All equipment stored on top of the truck shall be secured to the truck.

- Unleaded gasoline (5 gallons)
- First aid kit (small 5" x 9") (1)
- Fire extinguisher aggregate rating of at least 4-B, C units (1)
- Pry bar - 36" or longer (1)
- Radiator water (5 gallons)
- 24" wide street broom (in good condition) (1)
- Square point shovel (1)
- Fuses (highway flares), 15 minutes (36)
- 28 inch blaze orange traffic cones (labeled "FSP") (6)
- Four way lug wrench (1 std.) (1)
- Four way lug wrench (1 metric) (1)
- REQUIRED IF FEASIBLE FOR TRUCK MAKE/MODEL: Built-in air compressor, 3/8" diameter, quick coupler 50 ft. hose, 90 min. – 130 max. psi. All other vehicles must have a rechargeable air bottle, hoses, and fittings to fit tire valve stems with 100 psi capacity or truck mounted compressor or 12 volt compressor with 75 pound capability and ability to reach a passenger vehicles four mounted tires (includes pickup) parked to the rear or to the front of the service vehicle.
- Flashlight (3 D cell or larger) and spare batteries (1)
- Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
- Funnel, multi-purpose, flexible spout (1)
- 5-gallon can with lid, filled with sand (1)
- Lock out set (1)
- Trashcan with lid (5 gallon) (1)
- Mounted spotlight capable of directing a beam both front and rear.
- Lightbar system with amber warning lights with front and rear directional flashing capability, with on-off switch in cab. The directional light bar should be capable of displaying at least four (4) different patterns including right, left, split (center to outwards), and warning/flash, similar to Federal Signal Master Model SML8.
- External speaker and public address system.
- Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12 volt booster cables.
- Heavy duty, 60+ amp battery.
- Radios with the ability to communicate with the contractor's base office.
- Programmable scanners capable of scanning between the 42 and 47.24 frequencies used by both Caltrans and the CHP.
- Suitable cab lighting.
- Rear work lights.
- Hydraulic jack, 2 ton, trolley jack, lifting range 5 1/2" to 15 1/4" (1)

- Tool Kit including:
 - Screwdrivers- Standard-1/8", 3/16", 1/4", 5/16" (1 each, min.)
 - Phillips head - #1 and #2 (1 each, min.)
 - Needle nose pliers (1)
 - Adjustable rib joint pliers, 2" min. capacity (1)
 - Crescent wrench - 8" (1)
 - Crescent wrench - 12" (1)
 - 4 lb. hammer (1)
 - Rubber mallet (1)
 - Electrical tape, roll (1)
 - Duct tape, 20 yard roll (1)
 - Tire pressure gauge (1)
 - Mechanic's wire (roll) (1)
 - Bolt cutters (1)

E. Push Bumper

All trucks, including Flatbeds and Pickups, are required to comply with the "Push Policy" described in the FSP SOP. Proficiency testing will include a "pushing" component. All vehicles should be equipped with Setina and/or a similar model of push bumpers. All mounted push bumpers should comply to the following specifications:

- 16" model or larger
- Rugged one-piece main structure made of 3/8" x 2 1/2" aluminum or steel
- 1/4" x 2 1/2" steel mounting brackets
- 1/4" x 1 1/2" x 1 1/2" cross support brace
- Replaceable 3/4" x 2 1/2" x 12" or 3/4" x 2 1/2" x 16" molded hard rubber push pads
- Black powder coat paint

F. Inspections

Prior to commencement of service, the CHP shall inspect each vehicle designated for the FSP, including back-up trucks, to ensure that it meets the vehicle specifications and equipment requirements and to ensure that it meets or exceeds safety requirements. These inspections shall occur one week prior to the start of service. Succeeding inspections will occur periodically. Locations of truck inspections will be designated by the CHP. Any unsafe or poorly maintained vehicle(s) or improperly equipped vehicle(s) shall be removed from service or repaired as directed and the Contractor shall be fined, at a minimum, one-half truck hour at double the Contractor's hourly rate.

Documentation of the vehicle identification number and successful completion of the inspection shall be kept on file at the CHP offices in Vallejo and Contractor's base office.

The operator shall be required to complete a pre-operation inspection of the vehicle as well as inventory the required equipment prior to the start of each shift. An inspection inventory sheet shall be completed prior to the start of each shift. The sheets must be kept on file at the

Contractor's office and available for CHP inspection upon request. Any item missing must be replaced prior to the start of the shift.

G. Truck Color, Lettering/Markings and Rooftop Letters

FSP vehicles bearing the service patrol's logo and vehicle identification number shall be painted white. All lettering on the truck shall be in blocked bold form in solid **black** only and parallel to the ground. Shading or lettering in any other color is prohibited. Letter size shall be no smaller than two (2) inches by (2) inches and no larger than four (4) inches by four (4) inches. Letters shall be placed on the lower body of the truck toward the cab only. With the exception of the markings listed (in the following paragraph, lettering or markings displayed anywhere else is prohibited (i.e., the boom, hood, door, etc.) and will be required to be removed at the Contractor's expense. The intent of these specifications is to maintain a uniform appearance throughout the FSP vehicle fleet.

MTC SAFE will supply each contractor with the appropriate number of vehicle rooftop letters for his/her beat(s). Contractors shall place rooftop letters on the roof of all trucks. If a marking is lost or damaged, the contractor shall be responsible for the cost of the replacement markings. All FSP markings shall be returned at the termination of the contract. The cost of any MTC SAFE and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment. FSP markings as well as vehicle numbers (Contractor number – Truck number) shall be required on both sides of all trucks. The operator shall be required to keep the logos clean and in readable condition throughout the service patrol's operation.

FSP service vehicles (tow trucks and flatbed trucks only) must display Carrier Identification Numbers ("CA Numbers") on both sides of the vehicle. These numbers may be obtained by contacting the California Highway Patrol Motor Carrier Unit at (707) 648-4180. There is no fee for obtaining this number. The numbers must be in sharp contrast to the background, and be of a size, shape, and color that is readily legible during daylight hours from a distance of 50 feet.

Additionally, all FSP contractors must apply for a Motor Carriers of Property Permit. These permits are issued by the Department of Motor Vehicles (DMV). Applications may be obtained by calling 916-657-8153. Contractors will not be able to obtain this permit at the local DMV office. There are fees associated with this permit.

H. FSP Signage

All trucks are required to display two magnetic signs during the FSP hours of operation. One sign, displaying the "FSP" logo, should be placed on both sides of the tow truck. MTC SAFE will supply each contractor with the appropriate number of detachable magnetic signs. If a sign is lost or damaged, the contractor shall be responsible for the cost of the replacement. The operator shall be required to keep signs clean and in readable condition throughout the service patrol's operation.

For those vehicles in which magnetic signs will not adhere, MTC SAFE will supply contractors with two (2) sign brackets per vehicle. These brackets should be mounted to each side of the tow truck for the purpose of displaying the FSP magnetic signage. It is the Contractor's responsibility

to have all sign brackets mounted on vehicles, as well as, to ensure that the FSP magnetic signs are displayed during FSP service hours and immediately removed upon the completion of each shift.

All FSP signs and brackets shall be returned at the termination of the contract. The cost of any MTC SAFE and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

I. Substitution of Trucks Prohibited

If the cost of a specified vehicle make and model is included in the proposal and the actual purchase price of the vehicle is less than that of the cost included in the "*Price Proposal Spreadsheet*", the contractor's hourly rate will be adjusted down based on the actual purchase price of the vehicle. Thus, contractors will be required to provide the Project Manager with documentation verifying the purchase price of the vehicle.

The shifting or substitution of a vehicle, not included in the proposal for the beat, is prohibited. The only exception to this requirement is in the case of damaged and/or malfunctioning vehicles. If a truck is unable to provide service on its designated beat, as a result of mechanical problems and/or damage, a back-up truck must be used to replace the out of service vehicle. Refer to the SOP, Chapter 6, Section 5 "Back-up Truck Service". MTC SAFE reserves the right to cancel the contract at no cost to MTC SAFE if the Contractor purchases a tow vehicle different in make, model, and cost from what is included in the proposal.

In addition, if a Proposer lists a new truck with finance charges in the price proposal, then a new truck must be purchased for that beat. Existing contractors may not list back-up trucks on existing beats as new trucks in their price proposal. A truck previously used for FSP purposes must be listed at its current market value with no finance charges.

J. On-Time Delivery of Trucks

All trucks must be ordered no later than three (3) days after contract signing and all trucks must be ready at the start of the contract. Contractors must notify MTC SAFE immediately if any of the trucks are late. MTC SAFE may allow the temporary use of approved old FSP trucks if the new ones are not ready at the contract start date. Contractors will be paid 10% lower than the new rate for the beat until the new truck(s) are available for use. If one truck is late, including a back up truck, all trucks serving that beat will be paid at this lower rate. Under no circumstance should any truck be delivered over 30 days past the contract start date. MTC SAFE reserves the right to cancel the contract should any truck be delivered over 30 days late. Records must be kept regarding the ordering/purchasing of the vehicles, with the appropriate date and time stamps included.

III. COMMUNICATION EQUIPMENT

MTC SAFE will supply an in-vehicle Mobile Data Computer (Ranger). Tow operators will use the Rangers for communicating with dispatch and documenting information regarding incidents to which they have either been dispatched or self-dispatched. The tow operator will utilize the voice

radio when information regarding the incident is not reflected in the predefined RANGER codes. MTC SAFE-supplied Rangers shall be in addition to the Contractor's radios. The California Highway Patrol will dispatch the trucks.

If a tow truck driver is unable to understand a motorist of a disabled vehicle or any passengers, foreign language assistance is provided by the CHP linguistic service accessed through the call boxes. The FSP driver-introduction card (in four languages) may also be offered.

Programmable scanners capable of scanning CHP frequencies used by both Caltrans and CHP shall also be supplied by the contractor and shall be installed in all vehicles. All vehicles, including back-up trucks, shall be equipped with radios to enable the operator to communicate with his/her base office. The scanners and radios shall be supplied by the Contractor.

The service patrol vehicles (including back-up trucks) will be equipped with an external speaker and public address system. The speaker and address system will have the capability to allow the driver of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the service patrol vehicle is adjacent to the rear of the disabled vehicle.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment and is liable for any damage to the equipment, other than normal wear and tear, occurring while in the care, custody and control of the operator. MTC SAFE may deduct the repair costs, or if the equipment cannot be repaired, the full replacement cost of any MTC SAFE communications equipment damaged or destroyed while in Contractor's custody and control, from the Contractor's monthly payment for the month in which MTC SAFE must replace or repair equipment. The MTC SAFE-supplied vehicle equipment shall be returned in full working condition upon contract termination. The replacement cost of any equipment not returned shall be deducted from the Contractor's final payment.

FSP communication equipment may not be used by contractor during non-FSP hours of operation.

IV. BEATS WITH BACK-UP TRUCKS (BEATS 2, 6, 8, & 21)

Proposers that bid on a beat that includes a back-up truck (Beats 2, 6, 8 & 21) are responsible for providing back-up service for all contractors requesting said service. To ensure that no one back-up contractor has the responsibility to back-up the entire fleet, primary through tertiary back-up truck assignments have been developed as a guideline for requesting back-up service. However, should the primary through tertiary back-up contractors be unavailable, requesting contractors are to continue down the list of back-up contractors until they find someone to provide the back-up service. Failure or the inability to provide back-up service due to insufficient staff, will result in a fine (see SOP, Chapter 6, Violations and Penalties). Refer to Table 4 of this *Appendix A* for a comprehensive list of back-up contractor responsibilities. The back-up truck for Beat 17 in Napa will be available for use as a back-up truck during the weekdays ONLY. Contractors requesting back up service on the weekends should utilize one of the other seven back-up trucks available in the fleet.

Proposers awarded contracts for beats with back-up trucks may also be called upon to temporarily serve as emergency contractors should any of the contracts on the regular beats need to be terminated due to contractor performance issues.

V. CONTRACTOR IN-HOUSE BACK-UP TRUCK POLICY

At the expense of the contractor, a contractor may purchase an additional vehicle or use an existing vehicle within your fleet that is less than five years old, as a company back-up truck **for internal FSP operations only**. The company back-up truck would be required to adhere with all current back-up truck policies, FSP requirements and vehicle specifications. In addition, the truck will be subject to vehicle inspections as described in Section II.F, *Inspections*.

Use of a company back-up vehicle will be subject to the FSP Partners pre-approval. All interested contractors must request and submit the "Contractor Back-up Truck Authorization Request Form" to the Project Manager. The proposed back-up truck must pass a CHP inspection prior to being authorized for use. No vehicle, other than that which has been approved, may be used as an in-house company back-up truck.

MTC SAFE will pay for all the costs associated with the installation and maintenance of all FSP telecommunication equipment for a designated number of in-house back-up trucks approved in each contract round. Due to financial limitations, MTC SAFE will only provide radio equipment to in-house back-up vehicles.

Contractors operating beats with approved in-house back-up trucks may also be called upon to temporarily serve as emergency contractors should any of the contracts on the regular beats need to be terminated due to contractor performance issues. Contractors will be paid for this service at their contracted hourly rate.

VI. DRIVER QUALIFICATIONS AND REQUIREMENTS

All potential vehicle operators shall be required to have a safe driving record and current Class C driver's license. All operators shall be 18 years of age or older. Potential operators shall be subject to driving record and criminal background checks. The California Highway Patrol will be permitted to perform the background checks, and the driving record and criminal background checks shall be obtained by the CHP. Any operator convicted of a crime specified in paragraph (1), (2), (3), or (4) of Subdivision (a) of Section 13377 of the Vehicle Code or any operator not meeting the requirements put forth in the Tow Service Agreement (TSA) for Rotation Tow Operators (HPM 81.2, Vehicle Procedures Manual, Element 15, Annex F, "Criminal Conviction Disqualifications for Rotation Tow Operators/Drivers"), will be automatically excluded from the FSP. In addition, as a matter of policy, MTC SAFE may, in its sole discretion, require an operator to replace any driver whom it determines, is not suitable to represent the FSP program with the public, based on the CHP background check.

In accordance with Vehicle Code section 12804.9, all FSP Tow Operators must possess a medical certificate approved by the Department of Motor Vehicles that has been issued within two years of the date of the operation of the vehicle, is within the licensee's immediate possession, and a

copy of the medical examination report form from which the certificate was issued is on file with the DMV.

Potential operators shall be proficient and experienced in the tasks of tow truck operations and with all required FSP equipment, to ensure safe and efficient service. All potential operators must be capable of demonstrating their tow operating abilities at the tow proficiency test prior to formal CHP/Caltrans training and will be required to adhere to the requirements described in the FSP Operator's Manual. The Contractor shall pay drivers for the time spent in the tow proficiency test. Additionally, the operators will be required to exercise sound judgment in carrying out their duties.

Operators shall be required to inform the CHP Communications Center any time he/she leaves the assigned beat for more than 10 minutes. This includes replenishing expendable items such as gasoline, fire extinguisher, etc., removing a disabled vehicle to a designated drop location, etc. The FSP operator shall be required to complete assist records for each incident.

FSP operators shall not leave the beats except for the following reasons: 1) to provide the operator, on shifts which include the hours between 10 a.m. and 3 p.m., with an unpaid meal break of no longer than 30 minutes, and 2) to provide the operator with one rest period of no longer than 15 minutes per three (3) or four (4) hour shift segment, or as designated by the CHP or other Peace Officer. Only one (1) FSP truck per beat at a time may be out of service for the above reasons. During these break and rest periods, a back up truck will not be required.

The CHP, Caltrans, and MTC SAFE maintain strict drug and alcohol policies. Any FSP vehicle operator found working under the influence of drugs or alcohol will be dismissed immediately. The Contractor shall be responsible for finding a replacement driver for that vehicle. The Contractor shall maintain a written substance abuse policy requiring alcohol and drug testing for all drivers who work in the FSP program, consistent with Federal Highway Administration (FHA), Department of Transportation (DOT) CFR 49 part 382, Regulations on Controlled Substance and Alcohol Use and Testing. For details, refer to the SOP.

Upon receiving a damage complaint from a motorist assisted by the operator alleging that the operator damaged his/her vehicle while lending assistance, the CHP will normally conduct an investigation into the circumstances of the complaint. If the investigation shows that the operator could have caused the damage to the vehicle, then the Contractor will negotiate in good faith to try and resolve the issue and report to the CHP the result of the negotiations. All complaints are to be resolved within a reasonable period of time after being received.

All beats require back up drivers. When necessary and with the approval of the CHP, the provision of completing operations proficiency exams for a back up driver may be waived prior to attending the training session, however, completion of operations proficiency must be completed before certification of a back up driver. Back up drivers must be certified operators, who have successfully completed the mandatory 3-day certification training conducted by CHP, no exceptions.

Contractors are required to have one (1) back-up driver for beats with 3 or less trucks and 2 back-up drivers for beats with four (4) or more trucks. For example, if a contractor has a 4 truck beat, it must have a minimum of two back-up drivers. If a previous certified back up driver has been away from the program less than twelve months, he/she must successfully complete a criminal history background check conducted by CHP, before operating under the FSP program. However, if a back-up driver has been away from the program more than twelve-months they must be re-certified before operating a vehicle under the FSP program.

The back up driver must possess a valid DL-64 (Tow Truck Driver Clearance) application and current medical certification to operate an FSP tow truck, no exceptions.

VII. DRIVER PROFICIENCY, TESTING AND TRAINING

A. General Proficiency and Testing Requirements

All FSP operators are required to be trained and proficient in towing operations prior to working in the FSP program. The use of dollies and recovery procedures, including the towing of over-turned vehicles and removing vehicles from the lane of traffic using push bumpers, are considered normal towing operations. This requirement is the contractor's responsibility. New operator applicants shall be tested for basic towing proficiency prior to being allowed in the FSP program. Those operators found to be lacking in towing skills during the proficiency testing or during any subsequent period shall be removed from the program by the CHP, acting on behalf of MTC SAFE, until their proficiency is satisfactory.

Contractors shall ensure that all operators, including back-up operators, participate in FSP ride-alongs with experienced FSP tow operators, while performing FSP towing operations, for two full 8 hour shifts (or for a total of 16 hours) prior to participating in the proficiency test. If possible, the experienced driver shall be an FSP certified driver working in the FSP program.

B. 3-Day Proficiency Testing and Certification Training Requirement

Those FSP tow operator applicants who pass background checks, driver's records checks, the proficiency test, and are otherwise found to be acceptable to work in the program, are required to successfully complete a three (3) day training course provided by the CHP. This course is required by law. There is no charge for the course, however, the Contractor shall be responsible for the students travel to and from the classes and for the salaries of the students while participating in the course. While the Contractor will not be responsible for paying the FSP Certified Driver rate to the trainees who have yet to become FSP Drivers, the students in the FSP Certification Class must be paid at the minimum requirement noted in Section I.B.5. No driver shall begin patrolling without successful completion of this required course. Any driver who is found on FSP patrol without successful completion of this mandatory training shall be prohibited from any further FSP service and the Contractor's contract will be terminated immediately for cause. If a Contractor runs out of certified drivers, a back up truck and driver must be obtained; uncertified drivers shall not be used at any time. Contractors shall be fined for failure to provide

services due to lack of certified driver availability and/or their contracts may be terminated for cause.

C. *Quarterly Refresher Training Requirement*

All FSP operators are required to participate in 2 hours of FSP related training once each quarter of the calendar year. There is no fee for this training; however, Contractors shall pay the wages of their employees to attend. This required training is presented by the FSP program and will occur at hours removed from regular FSP work hours. This training will concern any topic deemed to be important to further develop FSP services or safety for FSP employees.

D. *General Training Information*

The Contractor will be allowed to train as many drivers as he/she deems necessary to support his/her operations as long as the training classes have space to accommodate, however, the training for new operators normally is given only once during each quarter of the calendar year. It is the full responsibility of the Contractor to ensure he/she has sufficient number of trained FSP personnel to support his/her FSP regular and back up operations between scheduled classes. The Contractor must allow for injuries, sick personnel, family emergencies, terminations of employment, and any other incidents which may adversely effect the number of trained personnel available to work.

The required FSP training shall include, but is not limited to, the following:

1. Tow Truck Driver and Motorist Safety;
2. Patrol Responsibilities;
3. Vehicle Operation;
4. Traffic Control and Scene Management;
5. Communications Procedures;
6. Demeanor and Courtesy;
7. How to Handle Gratuities/Tips;
8. How to Handle Unusual Situations; and
9. Sexual Harassment.

VIII. MEETING ATTENDANCE

A. *Contractor Quarterly Safety Meetings*

Mandatory occupational driver safety meetings shall be scheduled during non-FSP hours. The occupational driver safety meetings shall occur quarterly for one (1) hour each meeting. The meetings shall take place at a location of the Contractor's choice. Contractors shall pay all FSP operators and back-up drivers for attending the training. Contractors shall provide meeting minutes to the CHP for their records.

B. *Contractors' Meetings*

The Contractor must be represented by the Contract Owner or the Contractor's FSP manager at the tow contractor meetings, held once every two months on the second Tuesday. If a Contractor or his/her representative misses a meeting, he or she will be fined for two hours at the Contractor's lowest hourly rate.

Contractors may specifically be required to attend "Contractor's Meetings", "Quarterly Refresher Trainings" or special meetings as required by MTC SAFE.

IX. COMPENSATION

1. General Compensation. Contractors will be paid no later than the 21st day of the month or by the 3rd Monday of the month. Compensation is based on actual time on the beat; travel time to the beat will not be compensated. Contractors will be paid for a back up truck only if it provides service as directed by CHP, MTC SAFE or Caltrans. If a truck breaks down, the contractor will only be compensated for actual time on the beat. Refer to the SOP for back-up truck service compensation.

Drivers must be paid a wage of at least \$10.00 per hour with health benefits or \$11.00 per hour without health benefits, which may be verified through the audit clause in the contract.

2. Compensation for Additional Service. The CHP Dispatch or an on-duty CHP FSP officer will approve work in excess of regular service hours. Payment will be made in 15 minute increments on the basis of straight time.

3. Special Event Compensation. Contractors will be paid at their current hourly rate for providing FSP service for "special events." Special Events are defined as all requests for additional service above and beyond regular service. Service for Special Events does not require a contract amendment.

4. Limited Projects. Contractors will be paid at their current hourly rate for providing FSP service for "limited projects." Limited projects are defined as projects that require service for periods longer than one month and shorter than the contractor's period of performance of the contract. Service for this type of project does not always require a contract amendment.

5. Use of Back up Trucks for Traffic Mitigation Projects (TMP). Contractors will be paid at their current hourly rate for providing FSP service for Caltrans "TMP projects". Back-up trucks may be called upon to provide towing service for TMP projects throughout the course of the contract. Service for this type of project does not always require a contract amendment.

6. Fuel Compensation. MTC SAFE will set the tow vehicle fuel price to be included in the Contractors' proposal bids. However, the contract will specify ranges whereby accommodations for rising or falling fuel prices will be made. For details *Appendix C, Sample Contract*.

7. Non-Allowable Costs. All items included in the price proposal spreadsheet are approved, eligible costs that MTC SAFE will include in the Contractor's hourly reimbursement rate under the

contract. The following is a list of non-allowable costs, which are NOT to be included in the price proposal spreadsheet, and are NOT eligible for reimbursement under the contract:

- Budgeting for a back up driver, who may be paid overtime if he has already worked 40 hours during the week; and
- Budgeting to account for back up service that may be needed from other contractors throughout the duration of the contract.

No additional compensation will be given for the (1) bi-monthly Tow Contractor's meeting; (2) driver training, (3) quarterly driver meetings, and (4) occupational driver safety meetings. These costs should be incorporated into the price per hour per truck. MTC SAFE can inspect or audit maintenance records, fuel costs, or request information on drivers' pay.

8. Legal Actions. If an FSP driver is subpoenaed to testify in regards to a claim against the tow contractor or other legal action, the subpoenaed driver is to be paid his/her normal hourly wage by the Contractor. MTC SAFE will not reimburse the Contractor.

X. OPERATOR UNIFORM

It shall be the responsibility of the Contractor to provide all operators working thirty (30) or more hours with five uniforms. Failure to meet this uniform requirement will result in a Contractor violation as listed in the SOP. The operator uniform should consist of navy blue jump suits and/or shirts and pants, a FSP hat and a class 3 reflectorized safety vest. If coveralls are worn, they shall have two-way zip front with a heavy-duty brass zipper. Coverall or shirtsleeves shall be half raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on short-sleeve coverall and shirts shall come to within approximately 1 inch of the inside forearm when the wearer's arm is bent at a 90 degree angle.

The coveralls shall have shape-holding Sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. All main seams shall be at least double stitched with good quality thread. Shirts or coveralls shall have one or two chest pockets.

Double striping shall be sewn around both sleeves and both leg cuffs and across the upper back of all uniforms. The first layer of the striping shall be lime green striping 2 ¾ inches wide and the top layer should be a ½ inch reflective white striping.

The first initial of the first name and full last name shall be embroidered on either side of the uniform opposite the FSP patch. Letters shall not exceed 1/2 inch. A detachable metal nameplate may be worn in place of the embroidered name at the Contractor's option. The 2 ½ inch pocket patch shall be sewn on the opposite side of driver's name and the 7 inch FSP patch shall be sewn on the back of the uniform. Initial uniform patches will be provided by MTC SAFE at the onset of the contract, additional patches may be purchased from MTC SAFE (refer to *Appendix D* for cost).

During cold weather, a navy blue or white sweater or sweatshirt may be worn under the uniform shirt/jumpsuit. A navy blue jacket may replace the sweater or sweatshirt at the Contractor's option, if it meets all the uniform specifications.

All reflective safety vests shall be a minimum of Class 3 safety vests requirements and shall be in accordance with California Code of Regulations, Title 8, Section 1598. That Section describes the color of the vests and states in hours of darkness the garments shall be retroreflective and visible at a minimum of 1,000 feet. These vests shall be provided by contractual agreement. The FSP logo (patch) shall be attached to the center of the back of each vest. The small FSP logo patch shall be attached on the left front pocket area of the vest. The FSP tow truck driver's name shall be clearly visible and either sewn on or attached to the vest."

Contractors shall provide rain gear for all drivers. Contractors shall purchase rain gear for all FSP drivers prior to the commencement of service. Yellow rain gear with the FSP logo and reflective stripping may be purchased through the following vendor:

Aramark Uniform Services
5000 Forni Drive
Concord, CA 94520
Off: (925) 827-3782
Fax: (925) 685-0890

Proposers are not required to purchase rain gear from *Aramark*. However, contractors may incur substantial costs associated with logo artwork for raingear purchased through an alternative vendor.

One hat per certified driver will be provided by CHP upon the completion of driver training. The hat is a baseball-type cap, navy blue in color with the FSP logo above the brim. No other hat will be allowed to be worn during FSP hours of operation. Additional uniform requirements, such as hard hats, may be required on certain beats. If necessary, one hard hat per certified driver will also be provided by MTC SAFE.

All FSP drivers shall wear general duty black work boots with protective steel toe and oil resistant sole. Work boots shall be provided by the drivers themselves.

The uniform requirement will be strictly enforced. Beards and haircuts must be neat in appearance.

XI. STANDARD OPERATING PROCEDURES

The guidelines and policies of the FSP program are set forth in the FSP Standard Operating Procedures (SOP), which is incorporated into this RFP by reference and will be incorporated into the resulting contract between the Contractor and MTC SAFE. **In the event of a discrepancy between this RFP and the SOP, the more stringent provision with respect to Contractor**

performance shall apply. The manual will be distributed at the Proposer's Conferences on October 20, 2008.

In addition to CHP field supervision, a Fleet Manager will utilize the Automated Vehicle Locator (AVL) System to verify SOP compliance. This system tracks all FSP vehicles to ensure that tow operators sign-on/off, enter and leave the corresponding beat, and provide the required service during the timeframe indicated in the Implementation Plan . An AVL penalty shall be levied for each SOP violation.

XII. OTHER OPERATIONS REQUIREMENTS

The Contractor shall maintain a local office with concurrent communications (i.e. telephone, facsimile, and e-mail service) from which he/she or a responsible representative, who has the authority to conduct business and make decisions on behalf of the contractor, can be contacted during the service hours of operation for the length of the contract. Contact by pager is not sufficient. During business hours, the Contractor (or his/her designated representative) shall respond to telephone calls, faxes and e-mail received from CHP, Caltrans or MTC SAFE within two hours if action or response is required. Failure to respond will result in a fine of one hundred dollars (\$100.00), unless MTC SAFE determines that the delay was reasonable, under the circumstances. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc.

Paperwork that results from the operation of these beats shall be collected and mailed to Caltrans as specified in the FSP SOP. Mailing costs are part of the contractor's administrative costs.

Contractors will be responsible for establishing and enforcing a drug policy. Please refer to the FSP Operator's Manual for details.

If a Contractor is terminated for cause or defaults within the contract period, if directed by MTC SAFE, the defaulting contractor agrees to sell the vehicles at market value calculated using the Kelly Blue Book, or equivalent, to the Contractor identified by MTC SAFE.

APPENDIX B, REQUIRED PROPOSAL DOCUMENTS

Form A	Cover Letter
Form B	Vehicle Information
Form C	Experience
Form D	Management
Form E	Financial Responsibility
Form F	Price Proposal Spreadsheet Line Item Description
Form G	Price Proposal Spreadsheet
Form H	Price Proposal
Form I	Contractor's Reference Form
Form J	Certification of Debarment
Form K	Certification of Restrictions on Lobbying
Form L	Disadvantaged Business Enterprise Form
Form M	Subcontractor Information Form
Form N	Levine Act Statement

FORM A. PROPOSAL COVER LETTER

TO: Raymond Odunlami

MTC SAFE

101 – 8th Street, Oakland, CA 94607-4700

DATE: _____

FR: PROPOSER: _____

BEAT (S): _____

In response to the Request for Proposal (RFP) for the Freeway Service Patrol (FSP), we the undersigned hereby declare that we have carefully read and examined the RFP documents and hereby propose to perform and complete the Work as required in the RFP and as indicated in these Proposal Documents.

The undersigned agrees to supply the proposed services at the price indicated in its price proposal if its proposal is accepted within 180 days from the date specified in the RFP for receipt of proposals. Further, the undersigned agrees to initiate such services within 90 days of notification of award.

If awarded a Contract, the undersigned agrees to execute a Contract substantially similar in form to the Contract included in this RFP, Appendix C, and to deliver to MTC SAFE prior to execution of the Contract the necessary original Certificates of Insurance and endorsements, as required therein. If changes in the attached contract are desired, they are attached to this Proposal; if no changes are attached, the undersigned agrees to execute the contract substantially “as is.”

The undersigned hereby certifies that it will not unlawfully discriminate against any employee or applicant for employment or any motorist intended to be a beneficiary of the FSP service with regard to race, color, religion, sex, national origin, physical or mental disability, marital status, sexual orientation or age.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents: Addenda Nos. ____, ____, ____, and ____.

Proposer represents that the following person is authorized to negotiate on its behalf with the MTC SAFE in connection with this RFP:

_____ (Name)	_____ (Title)	_____ (Phone)
-----------------	------------------	------------------

By:

(Contractor Name)

(Signature of Authorizing Official)

(Street Address/P.O. Box)

(Type or Print Name)

(City, State, Zip Code)

(Title)

(Business License Number)

(Telephone/Fax Number)

(Business License Classification)

(Tax I.D. Number)

Proposer is a: (Circle One: Sole Proprietorship; Corporation; Partnership).

If Proposer is a Corporation, insert state of incorporation: _____.

Form B. VEHICLE INFORMATION

PLEASE PROPOSE EACH BEAT SEPARATELY.

COMBINATION BIDS MAY BE ATTACHED AS ALTERNATIVE PROPOSALS, BUT
WILL NOT BE ACCEPTED IF INDIVIDUAL BEAT PROPOSALS ARE NOT RECEIVED.

Beat No: _____ Beat Location: _____

Main Office Address: _____

Parking/Staging/Satellite Location (If Applicable): _____

Estimated Travel Time to Beat: _____ Total No. of Trucks: _____

**Vehicle Information
(VEHICLE QUOTES MUST BE ATTACHED)**

	Truck No. 1	Truck No. 2
Manufacturer:	_____	_____
Model:	_____	_____
Year:	_____	_____
Current Mileage:	_____	_____
Vehicle Identification No.:	_____	_____
	Truck No. 3	Truck No. 4
Manufacturer:	_____	_____
Model:	_____	_____
Year:	_____	_____
Current Mileage:	_____	_____
Vehicle Identification No.:	_____	_____

Provide vehicle information on all trucks, including back-up trucks for beats requiring back-up trucks. (Attach extra copies of this form, if necessary). If you do not currently own all trucks needed for beat service, include an explanation below of how you plan to acquire them. If the contractor so indicates his/her intention to purchase a new vehicle(s), contractor is obligated to use the new vehicle(s) on the specific beat noted on the top of this page.

Truck Acquisition Explanation: _____

FORM D. MANAGEMENT

Describe your ability to successfully and professionally manage the business according to the items listed below. If you need more space, you may attach additional sheets:

- Ability to manage the company: Describe the manager’s management experience including the type and length of experience:

- Ability to maintain accurate and professional accounting records/bookkeeping: describe how records are maintained and updated:

- Describe employee satisfaction including discussion of employee turnover rate, benefits (medical, dental, retirement, etc.), driver incentive program:

FORM D. -CONT.

- Record of maintaining professional standards of performance, safety and appearance:

- Quality of personnel, describe employee qualifications (ie, certifications and training), describe any in-house employee training programs and drug policy programs:

- Record of consistent routine maintenance of vehicles and equipment

FORM E. FINANCIAL RESPONSIBILITY

This following information is for determining financial responsibility only. This information will be received as confidential and will not become part of MTC SAFE's public records. Please submit one copy of two of the four financial documents listed below and package separately from the proposal:

1. Reference letter from your bank, indicating financial responsibility.
2. Federal Income Tax Returns for two most recent years available.
3. Profit/Loss Statement for two most recent quarters available.
4. Dunn and Bradstreet Report or credit report by a recognized credit reporting service issued after August 31, 2008.

FORM F. PRICE PROPOSAL SPREADSHEET LINE ITEM DESCRIPTION

Below, is a worksheet designed to assist Proposers with the completion of the “Price Proposal Spreadsheet” located on the next page. This Form is a required proposal document and must be completed. All figures listed here should be reflected in the price proposal spreadsheet. For a listing of non-allowable costs, which should NOT be included in the price proposal spreadsheet, please see Appendix A, *Section IX. Compensation, # 8 Non-Allowable Costs*.

A. VEHICLES & EQUIPMENT

1. Vehicles

1a. Tow Trucks (*List the name of truck dealer and manufacturer/builder and the cost of each completely outfitted truck. Specify any discounts given for the purchase of multiple trucks*):

1b. Pick-up Truck (*List the cost per truck, dealer and builder or state “N/A” if non-applicable*):

2. Finance Charges (*List the name of the company financing the loan and the finance charges per year for each truck*):

3. Insurance & Vehicle Registration Fees (*List the annual cost of insurance for Employer’s Liability (\$1,000,000), Commercial General Liability (\$1,000,000), Owned, Non-Owned and Hired Automobile Liability (\$1,000,000), Inland Marine Floater Insurance (for any and all equipment supplied by and belonging to MTC SAFE, insuring against all risks with a maximum deductible of \$250. The policy shall provide coverage in the amount of \$5,000 or the replacement cost of the equipment supplied by MTC SAFE, whichever is higher), On-Hook Liability insurance (\$60,000), and Umbrella Insurance in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Also, list the annual cost of vehicle registration per vehicle*):

FORM F. -CONT.

4. FUEL

4a. Tow Trucks (*List the # of gallons of fuel estimated per month per truck*):

4b. Pick-up Trucks (*List the # of gallons of fuel estimated per month per truck*):

4c. Motorist (*List the # of gallons of fuel estimated per month per truck*):

5. Vehicle Maintenance

5a. Parts Replacement (*Please specify the type of parts replaced, occurrence of replacement and the cost for replacement per truck*):

5b. Vehicle Maintenance/Labor (*Please specify the type of routine maintenance, occurrence, and cost per truck*):

6. FSP Equipment /Supplies (*Please specify the quantity and cost of each item included in this category. For ex. Driver uniforms, raingear, and equipment listed on "FSP Merchandise Order Form" included in Appendix D.*):

B. MANAGEMENT & DRIVERS

7. FSP Management Costs (*Specify the items included in "management costs" and list the costs per year.*):

FORM F. -CONT.

8. FSP Driver Costs

8a. Wages (*Specify the wage rate of each FSP driver; and list any anticipated raises and overtime*):

8b. Workers Compensation (*List the annual cost of workers compensation insurance per FSP driver*):

8c. Taxes (*List annual cost of taxes per FSP driver per year*):

9. FSP Driver Benefits

9a. Vacation/Holidays/Sickdays (*List annual cost of paid vacation, holidays, and sick time, per driver or state "N/A" if non-applicable*):

9b. Retirement (*List the company retirement contribution and describe retirement plan or state "N/A" if non-applicable*):

9c. Medical, Dental, Vision (*Describe provided benefits and cost per driver. Specify whether or not dependents are included*):

10. Driver Admin (*List costs associated with driver's attendance at FSP and company training sessions, 15 minute pre-operation vehicle inspections, and medical certification*):

FORM F. -CONT.

C. ADMINISTRATION

- 11. Administrative Costs** (*Specify items and annual cost of each item included in this category*):

- 12. Other** (*Specify items and annual cost*)

FORM G. PRICE PROPOSAL SPREADSHEET

Items	Units	Costs			
	Unit	No. of Items	Cost per Unit	Total Cost	% of T Cost
A. Vehicles & Equipment					
1. Vehicles					
a. Tow Trucks	Trucks		\$0.00	\$0	0.00%
b. Pick-up Trucks	Trucks		\$0.00	\$0	0.00%
2. Finance Charges	Trucks		\$0.00	\$0	0.00%
3. Insurance & Vehicle Registration Fees	Trucks		\$0.00	\$0	0.00%
4. Fuel					
a. Tow Trucks	gallons		\$0.000	\$0	0.00%
b. Pick-up Trucks	gallons		\$0.000	\$0	0.00%
c. Motorist	gallons		\$0.000	\$0	0.00%
5. Vehicle Maintenance					
a. Parts Replacement	trucks		\$0.00	\$0	0.00%
b. Labor	hours		\$0.00	\$0	0.00%
6. FSP Equipment/Supplies (Refer to Appendix D)	trucks		\$0.00	\$0	0.00%
Subtotal A (Vehicles & Equipment)				\$0	0.00%
B. Management & Drivers					
7. FSP Management Costs	year		\$0.00	\$0	0.00%
8. FSP Driver Costs					
a. Wages (# of Drivers *2*)	hours		\$0.00	\$0	0.00%
b. Workers Compensation	driver		\$0.00	\$0	0.00%
c. Taxes	driver		\$0.00	\$0	0.00%
9. FSP Driver Benefits					
a. Vacation/Holidays/Sick Days	driver		\$0.00	\$0	0.00%
b. Retirement	driver			\$0	0.00%
c. Medical, Dental, Vision	driver			\$0	0.00%
10. Driver Admin (Pre-op Inspections, Training, etc.)	hours	0	\$0.00	\$0	0.00%
Subtotal B (Management & Drivers)				\$0	0.00%
C. Administration					
11. Administrative Costs - Office Operations	year	0	\$0.00	\$0	0.00%
12. Other (please specify)				\$0	0.00%
Subtotal C (Administration)				\$0	0.00%
D. Final Cost Calculation					
13. Total Cost (Subtotal A + B + C)				\$0	
14. Subtract Equipment Salvage Value		Trucks	\$ Value	Total Salvage Value	
a. Tow Trucks		0	\$0	\$0	
b. Pick-up		0	\$0	\$0	
15. Add Profit				\$0	100.00%
16. Net Cost (item 13 - 14+ 15)				\$0	
17. Total Contract Hours (Refer to Implementation Plan in Appendix A)				0	
18. COST PER HOUR PER TRUCK (item 16/17)					

FORM H. PRICE PROPOSAL

The undersigned's price per hour per truck represents full compensation for all costs relating to labor (including wages, fringe benefits, employer taxes, training, meetings, overtime, etc.), all other direct costs (including vehicle, equipment, fuel [for motorist as well as FSP vehicles], supplies and other operating costs), insurance, overhead, Internet access, postage fees and profit allowance. Please refer to the Scope of Work (*Appendix A*) to ensure that you have covered all possible costs in your proposal. (Proposer must also fill out the Price Proposal Spreadsheet on the following page). The undersigned also certifies that it shall pay its drivers, at a minimum, the wages and benefits included in the "Price Proposal Spreadsheet" and that it shall pay its drivers to attend the trainings and meetings as specified in Appendix A, Scope of Work.

NET COST (Line 16 of the Price Proposal Spreadsheet)	\$
<hr/>	
HOURLY RATE (Line 18 of the Price Proposal Spreadsheet)	\$
<hr/>	

(Signature of Authorized Official)

(Type/Write Name of Authorized Official)

(Type or Write Name of Company)

(Street Address)

(Office Location [If Different from Address Listed Above])

(Telephone, Fax, and E-Mail)

FORM I. CONTRACTOR'S REFERENCE FORM

Name of Bidding Company:

Representative Name & Title:

Phone Number:

E-Mail:

Provide three complete and current references from individuals, companies, law enforcement agencies, service clubs, public agencies, etc., who are knowledgeable of the Proposers experience and capabilities with regard to towing services. Proposers are encouraged to include references from public agencies and/or other clients for whom they have performed services similar to those described in this RFP.

References from relatives and/or current FSP Staff will not be accepted.

References, for which incomplete and/or inaccurate contact information is provided, may count against the Proposer during the proposal evaluation process.

1. Client's Name

Contact Person

Phone and Fax

E-Mail

Address

Type of Work Performed

2. Client's Name

Contact Person

Phone and Fax

E-Mail

Address

Type of Work Performed

3. Client's Name

Contact Person

Phone and Fax

E-Mail

Address

Type of Work Performed

FORM J. CERTIFICATION OF DEBARMENT

_____[NAME OF CONTRACTOR], certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of the certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

_____[NAME OF CONTRACTOR], is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification).

_____[NAME OF CONTRACTOR], CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 *et seq.* ARE APPLICABLE THERETO.

(signature of authorized official)

(type or print name and title)

FORM K. CERTIFICATION OF RESTRICTIONS ON LOBBYING

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2008.

By _____
(Signature of authorized official)

(Title of authorized official)

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE) - PART I¹

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>

Distribution: 1) Original - Local Agency File

¹ Form is available in Word. Ask Project Manager for copy by email.

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE) - PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	** < \$1 million		** YES
		** < \$5 million		** NO
<i>Address</i>		<i>Fax</i>	** < \$10 million	
	** < \$15 million			
<i>City State ZIP</i>			** > \$15 million	
<i>Name</i>	<i>Phone</i>	** < \$1 million		** YES
		** < \$5 million		** NO
<i>Address</i>		<i>Fax</i>	** < \$10 million	
	** < \$15 million			
<i>City State ZIP</i>			** > \$15 million	
<i>Name</i>	<i>Phone</i>	** < \$1 million		** YES
		** < \$5 million		** NO
<i>Address</i>		<i>Fax</i>	** < \$10 million	
	** < \$15 million			
<i>City State ZIP</i>			** > \$15 million	
<i>Name</i>	<i>Phone</i>	** < \$1 million		** YES
		** < \$5 million		** NO
<i>Address</i>		<i>Fax</i>	** < \$10 million	
	** < \$15 million			
<i>City State ZIP</i>			** > \$15 million	

Distribution: 1) Original - Local Agency File

FORM M. LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Ammiano
Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C, SAMPLE CONTRACT

Contract No. FSP Beat Nos. A and B

**FREEWAY SERVICE PATROL (FSP) PROGRAM
TERMS AND CONDITIONS
FISCAL YEAR 2009-12**

1.0 DEFINITIONS

A. "MTC SAFE" means the Metropolitan Transportation Commission Service Authority for Freeway and Expressways, a local public agency established pursuant to Streets and Highways Code § 2550 *et seq.*

B. "Caltrans" means the California Department of Transportation.

C. "CHP" means the California Highway Patrol.

D. "FSP" means the Freeway Service Patrol, a program administered by MTC in conjunction with the CHP and Caltrans to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeways and expressways of the San Francisco Bay Area by private tow contractors.

E. "FSP Partner Agency" means MTC SAFE, Caltrans, or CHP.

F. "CONTRACTOR" means the private tow contractor under contract to the MTC SAFE to provide FSP service.

G. "Annual Fund Allocation Agreement" means the agreement signed by MTC SAFE and CONTRACTOR under which CONTRACTOR provides FSP service.

H. "FSP Project Manager" means the MTC SAFE staff person responsible for administering the FSP contract, managing its implementation and overseeing its performance.

2.0 SCOPE OF SERVICES

CONTRACTOR agrees to perform those Freeway Service Patrol (FSP) services, described in the Request for Proposal (RFP), dated _____, as modified by Addendum No. 1 dated _____, (hereinafter, "the RFP") for Beat No. ____ in accordance with the terms and conditions of this Contract. The requirements and provisions of the FSP Operator's Manual, as subsequently revised or amended, are hereby incorporated in this Contract by this reference. In the event of a discrepancy between the RFP and the Operator's Manual, the more stringent of the conflicting provisions with respect to CONTRACTOR'S performance shall apply.

3.0 PERIOD OF PERFORMANCE

The period of performance shall be _____, 2009 through, 2012 ("the Term"), unless mutually agreed by both parties to extend said period or unless earlier terminated as provided in Article 6.0 herein.

4.0 PAYMENT

A. **Hourly Rate.** MTC SAFE shall pay CONTRACTOR at an hourly rate per truck as specified in the applicable annual fund allocation agreement, and subject to Article 3.C below.

The hourly rate is a fixed unit price that includes all direct costs (including, but not limited to, labor, equipment, materials and operating expenses), applicable surcharges such as taxes, insurance and fringe benefits, other indirect costs, overhead, general and administrative expense, and profit.

If trucks and/or hours are added or deleted during the course of this Agreement, an adjustment to CONTRACTOR's current hourly rate shall be made by adding or subtracting, as applicable, the dollar amount attributable to the change to or from the dollar amount remaining in the Agreement and dividing the sum by the revised total hours to be expended under the Agreement.

B. **Maximum Payment.** MTC SAFE shall not be obligated to pay costs during a fiscal year within the Term which exceed the maximum payment set forth in the annual fund allocation agreement, except by duly authorized amendment. Further, MTC SAFE shall not be obligated to pay for services not specified in Article 1.0, except as provided in Article 11, Amendments.

C. **Fuel Adjustment.** The hourly rates in the first annual fund allocation agreement are based on historical fuel price figures published by the Federal Department of Energy ("On the Highway Diesel Prices"). Thereafter, MTC SAFE will track, on a monthly basis, the difference between the set fuel price and current fuel price figures published by the Federal Department of Energy ("On the Highway Diesel Prices"). Should the difference exceed 20% for 30 consecutive days, MTC SAFE shall adjust the hourly rate upward or downward in accordance with Subarticle 3.A of the applicable fund allocation agreement.

D. **Deduction for Non-payment.** CONTRACTOR agrees that if an audit performed pursuant to Article 4.0 Records and Audit of this Agreement reveals that CONTRACTOR has failed to pay any of the items listed in the Price Proposal Spreadsheet (RFP, Form G), such as the listed driver wages and benefits, and/or has failed to pay drivers to perform the pre-operation vehicle inspections as specified under RFP, Appendix A, Section II.F, Inspections or to attend the training and meetings specified under RFP Appendix A, Sections VIII.B, 3-Day Proficiency Testing and Certification Training Requirement, VIII.C, Quarterly Refresher Training Requirement or Section IX. A, Company Quarterly Safety Meetings, SAFE may deduct sums from CONTRACTOR invoices equal to the difference between what CONTRACTOR should have paid and what CONTRACTOR actually paid for each event of non-payment or underpayment uncovered by the audit.

E. **Invoices.** CONTRACTOR agrees to submit weekly paperwork to the appropriate FSP Partner Agency as designated by the FSP Project Manager as well as any other documentation that may be reasonably required by MTC SAFE to support invoices. MTC SAFE shall pay CONTRACTOR for the services satisfactorily performed hereunder an amount calculated in accordance with the annual fund allocation agreement, as invoiced on a monthly basis by the designated FSP Partner Agency. Payment of the approved portion of an invoice, less any penalties charged to CONTRACTOR as specified in the FSP Operator's Manual, shall be made to CONTRACTOR by MTC SAFE no later than the 21st day of the month or by the 3rd Monday of the month.

5.0 RECORDS AND AUDIT

CONTRACTOR shall maintain full and adequate books, records, and accounts relevant to its performance under the Agreement for a minimum of four (4) years following the fiscal year of the last expenditure under this Agreement. CONTRACTOR shall permit the authorized representatives of MTC SAFE, and any other government agency designated by the SAFE (including the United States Department of Transportation and the Comptroller General of the United States) to inspect and audit all such records of CONTRACTOR during the term of this Agreement and for the retention period specified above. CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

6.0 FSP PROJECT MANAGER

MTC SAFE shall designate an FSP Project Manager in each annual fund allocation agreement, who shall be MTC SAFE's designated representative responsible for administering the Contract, managing its implementation and overseeing its performance. CONTRACTOR shall make such oral or written reports to FSP Project Manager as he/she may request, in addition to those specifically required elsewhere by this Contract.

7.0 TERMINATION

A. MTC SAFE may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, either for MTC SAFE's convenience or because of the failure of the CONTRACTOR to fulfill its Contract obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all affected services, unless the notice directs otherwise. The CONTRACTOR further agrees to sell the tow trucks authorized for such beat at market value calculated using the Kelly Blue Book or equivalent to a CONTRACTOR identified by MTC SAFE.

B. If the termination is for the convenience of MTC SAFE, MTC SAFE shall pay CONTRACTOR for hours worked up to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination.

C. If the termination is due to the failure of CONTRACTOR to fulfill its Contract obligations, MTC SAFE shall issue a ten (10) day cure notice, specifying the reason for the termination, unless MTC SAFE, in its sole discretion, determines that CONTRACTOR's default is of such a nature that it may not be cured or that delay in discontinuing CONTRACTOR's service may result in damage to the FSP program or service. If CONTRACTOR fails to cure the default (or is not given the opportunity to cure by MTC SAFE) MTC SAFE may take over the work, and prosecute the same to completion by contract or otherwise. In such case, CONTRACTOR shall be liable to MTC SAFE for any reasonable cost or damages occasioned to MTC SAFE thereby, which may be deducted from CONTRACTOR's final payment.

D. CONTRACTOR shall not be considered in default in the performance of its obligations under this Agreement to the extent that the performance of any such obligation is prevented or delayed by an excusable delay, reasonably beyond the control and without the fault

or negligence of CONTRACTOR. Excusable delays may include, but are not limited to, Acts of God or acts or failures to act of government agencies, including MTC SAFE, in either their sovereign or contractual capacities; or fires, floods, epidemics, quarantine restrictions, or strikes.

E. If, after the notice of termination for failure to fulfill Contract obligations, it is determined that CONTRACTOR is not in default of its obligations, the termination shall be deemed to have been effected for the convenience of MTC SAFE.

F. CONTRACTOR shall be deemed to have waived any and all claims for damages in the event of MTC SAFE's termination for convenience as provided in subarticle B of this Article.

8.0 INDEPENDENT CONTRACTOR STATUS

In the performance of the services to be provided hereunder, CONTRACTOR's relationship to MTC SAFE shall be that of an independent contractor and not an employee, agent or other representative of MTC SAFE. CONTRACTOR has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR who are assisting in the performance of services under this Agreement. CONTRACTOR shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

9.0 ASSIGNMENT OR TRANSFER

CONTRACTOR shall not assign, subcontract, transfer or otherwise substitute its interest in this Agreement or its obligations hereunder without the prior written consent of MTC SAFE. This consent shall in no way relieve CONTRACTOR from its primary responsibility for performance of the work. Any such transfer without said consent shall be void and unenforceable.

10.0 INSURANCE

CONTRACTOR shall be required, at its own expense, to obtain and maintain in effect for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, or employees.

A. Minimum Limits of Insurance: CONTRACTOR shall obtain the following types of coverage with limits no less than:

1. Workers' Compensation insurance as required by the State of California, such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE.

2. Employer's Liability: \$1,000,000.

3. Commercial General Liability ("occurrence" form): \$1,000,000 per occurrence and for each person with a general aggregate, either applying separately to this project or at a level that is twice the required occurrence limit.

4. Owned, Non-Owned and Hired Automobile Liability: \$1,000,000 each accident.

5. On-hook insurance: \$60,000 per accident.

6. Inland Marine Floater Insurance: for any and all equipment supplied by and belonging to MTC SAFE, insuring against all risks with a maximum deductible of \$250. The policy shall provide coverage in the amount of \$5,000 or the replacement cost of the equipment supplied by MTC SAFE, whichever is higher.

7. Umbrella insurance in the amount of \$1,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

B. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by MTC SAFE. At the option of MTC SAFE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MTC SAFE, its officials and employees, or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. MTC SAFE, the California Highway Patrol (CHP), Caltrans, their Commissioners, directors, officers, employees and agents are to be covered as additional insureds under the coverages specified in Paragraphs A.3, A.4, and A.6, of this Article as respects: general liability arising out of activities performed by or on behalf of CONTRACTOR; automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents.

2. For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents. Any insurance or self-insurance maintained by MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents shall be excess of CONTRACTOR's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents.

4. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits

except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to MTC SAFE.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to MTC SAFE.

E. Verifications of Coverage: CONTRACTOR shall furnish MTC SAFE with original certificates of insurance and endorsements verifying the coverage required by this clause. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by MTC SAFE before work commences.

11.0 INDEMNIFICATION

CONTRACTOR shall indemnify and hold MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, agents, and employees harmless from all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or failure to act of CONTRACTOR, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and CONTRACTOR agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, agents, and employees, or any of them, arising out of such act or failure to act, and to pay and satisfy any resulting judgments.

12.0 AMENDMENTS

Any changes to this Agreement shall be incorporated in written amendments to this Agreement, executed by MTC SAFE Executive Director or his designated representative and CONTRACTOR.

13.0 NONDISCRIMINATION

A. In connection with the provision of services under this Agreement, CONTRACTOR shall not discriminate against any person on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, or sexual orientation, consistent with California Civil Code § 51.

B. Equal Employment Opportunity. In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, or national origin, ancestry, physical disability, medical condition, or marital status. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12900 *et seq.*, set forth in 2 California Code of Regulations. § 7285.0 *et seq.*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. Nondiscrimination on the Basis of Disability. CONTRACTOR agrees, consistent with the requirements of the Americans with Disabilities Act of 1990 (42 United States Code

§12101 *et seq.*) that no individual with a disability shall, on the basis of the disability, be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in regards to any service provided under this Agreement.

14.0 PROHIBITED INTERESTS

A. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, MTC SAFE shall have the right to annul this Agreement without liability.

B. No member, officer, or employee of MTC SAFE, or of a local public body during his/her employment shall have any interest, direct or indirect, in this Agreement, or to any benefit arising thereof. CONTRACTOR certifies that it has made a complete disclosure to MTC of all facts bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of MTC presently has, or will have in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

C. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15.0 COMPLIANCE WITH LAW

CONTRACTOR shall also comply with all Federal, California and local laws and ordinances applicable to any of the work involved in this Agreement, including but not limited to 49 Code of Federal Regulations Part 18, if federal funds are involved.

15.1 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects CONTRACTOR agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, sex, discriminate or permit discrimination against any employee or applicant for employment.

15.2 DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal. CONTRACTOR's DBE subcontractors are listed on Attachment E/F, Local

Agency Proposer/Bidder -DBE (Contractor Contracts) -Information, attached hereto and incorporated herein by this reference.

B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

D. CONTRACTOR shall maintain full and accurate records of DBE participation in the performance of this Agreement, including payment amounts. CONTRACTOR shall submit quarterly reports to the MTC DBE Liaison Officer, which include the names and addresses of the DBEs performing work during the previous quarter and the total amounts billed and paid during the quarter.

15.3 PERFORMANCE OF DBE CONTRACTORS AND OTHER DBE SUBCONTRACTORS/SUPPLIERS

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

15.4 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

CONTRACTOR agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

15.5 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

15.6 STATE ENERGY CONSERVATION PLAN

CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

15.7 DEBARMENT

CONTRACTOR certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

15.8 CLEAN AIR AND WATER POLLUTION ACTS

CONTRACTOR agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

15.9 LOBBYING

CONTRACTOR agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

16.0 DISPUTES

In the event of a disagreement, or dispute arising between the parties under this Agreement, MTC SAFE, upon its own initiative or promptly upon the written request of CONTRACTOR, shall make an initial determination thereof. Pending final resolution of any dispute in accordance with Article 17 below, CONTRACTOR shall continue diligently to perform the services under this Agreement and in accordance with MTC SAFE's initial determination concerning the disputed matter.

17.0 MEDIATION

Prior to the initiation of any legal proceedings, the parties of this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation,

application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or terminations of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

18.0 REMEDIES FOR BREACH

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MTC or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19.0 GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

20.0 ENTIRE CONTRACT

The Fund Allocation Agreement, and any attachments or documents incorporated therein by inclusion or by reference, constitutes the complete and entire agreement between MTC SAFE and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

21.0 PARTIAL INVALIDITY

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

22.0 BENEFIT OF CONTRACT

This Agreement shall bind and benefit the parties hereto, their heirs, successors and permitted assigns.

ANNUAL FUND ALLOCATION AGREEMENT

**Between METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS**

And _____

**For FREEWAY SERVICE PATROL
BEAT No. ____ – FY 2009-10**

THIS AGREEMENT is made and entered into as of_____, 2009, by and between the Metropolitan Transportation Commission Service Authority for Freeway and Expressways, a local public agency established pursuant to Streets and Highways Code § 2550 *et seq.* (hereinafter called "MTC SAFE"), and, _____, a California _____ with offices in _____, California, (hereinafter called "CONTRACTOR").

RECITALS

WHEREAS, MTC SAFE, in conjunction with the California Highway Patrol ("CHP") and the California Department of Transportation ("Caltrans"), operates a Freeway Service Patrol ("FSP") program, contracting with private tow operators to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway; and

WHEREAS, a competitive selection process has resulted in the selection of CONTRACTOR to carry out the services required under this Contract.

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1.0 FSP PROGRAM TERMS AND CONDITIONS

The terms and conditions governing this Agreement ("Terms and Conditions") are set forth in Attachment A, FSP Program Terms and Conditions, attached hereto and incorporated by this reference. By signing this annual Fund Allocation Agreement, CONTRACTOR agrees to the Terms and Conditions.

2.0 FUNDING PERIOD

The funds provide under this Agreement fund FSP services on the specified Beat for the period from _____, through _____, unless earlier terminated as provided in Article 6.0 of the Terms and Conditions.

3.0 PAYMENT

A. **Hourly Rate.** MTC SAFE shall pay CONTRACTOR at the hourly rate per truck based on the table below and in accordance with the terms of Article 3 of the Attachment A Terms and Conditions:

Fuel Cost	Department of Energy Range (California)	Hourly Rate
\$3.50	\$3.25 - \$3.75	\$46.00
\$4.00	\$3.75 - \$4.25	\$48.00
\$4.50	\$4.25 - \$4.75	\$50.00
\$5.00	\$4.75 - \$5.25	\$52.00
\$5.50	\$5.25 - \$5.75	\$54.00
\$6.00	\$5.75 - \$6.25	\$56.00

* Numbers are for illustrative purposes only.

Should the fuel cost fall above or below the above ranges, MTC shall adjust the hourly rate using the same methodology.

B. **Maximum Payment.** The maximum payment payable to CONTRACTOR for FYs 09-10 shall not exceed _____ dollars (\$_____).

4.0 MTC SAFE/FSP PROJECT MANAGER

_____ shall be the FSP Project Manager for the period covered by this Fund Allocation Agreement.

5.0 NOTIFICATION

All notices or communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC SAFE:	Attention: Raymond Odunlami MTC SAFE 101 - 8th Street Oakland, California 94607-4700
To CONTRACTOR:	Attention: Contractor Contact Contractor Name Address City, State, Zip Code

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

METROPOLITAN TRANSPORTATION
COMMISSION SERVICE AUTHORITY
FOR FREEWAYS AND EXPRESSWAYS

TOWING CO.

Steve Heminger, Executive Director

_____, Owner

APPENDIX D, FSP MERCHANDISE ORDER FORM**MERCHANDISE ORDER FORM**

Request for tow contractor supplies

FAX TO

MTC SAFE, Attn: Adrian Fine

510-817-5848

FROM

Contractor

Contact Name

Contact #

MERCHANDISE

Description	Unit Cost	Quantity	Total Cost
3 1/2" FSP Patch	\$1.69		\$
7" FSP Patch	\$1.80		\$
15"x15" Magnetic Sign	\$24.00		\$
20"x20" Magnetic Sign	\$30.00		\$
Metal Sign Bracket	\$40.11		\$
FSP Mug	\$4.07		\$
FSP Baseball Cap	\$5.86		\$
Blue FSP Short Sleeve T-Shirt			\$
M, L, XL, 2XL, 3XL (Indicated sizes requested)	\$7.00		\$
Motorist Brochures (3,600/box)	No cost		No cost
Daily Shift Records- DSR (1,000/box)	No cost		No cost
Scantron Survey Forms (2,500/box)	No cost		No cost
422's (200/pack)	No cost		No cost
Multilanguage Card	No cost		No cost
Rooftop Letters- F S P	No cost		No cost
Total			\$

Pick-up date:

Pick-up time:

☐ 9-11am☐ 1-5pm

Select one of the following:

(NO CASH WILL BE ACCEPTED)

☐ Will bring payment by check☐ Please deduct above amount from tow invoice**INVOICE**

Items rcv'd by:

I have received all items requested above and have provided payment either by check or by request to deduct from the next tow invoice.

Date rcv'd:

APPENDIX E, DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.
2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.
 - A. Policy. It is the policy of MTC to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities. In connection with the performance of this Agreement, Consultant will cooperate with MTC in meeting these commitments and objectives.
 - B. Obligation of Consultant. Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
 - C. Prompt Payment of Subcontractors. Pursuant to Title 48 C.F.R. Section 26.29, the U.S. DOT's Disadvantaged Business Enterprise (DBE) regulation, Consultant shall pay all subcontractors for work for which Consultant has been paid by MTC and for which the subcontractor has submitted an invoice no later than 30 days from receipt of such invoice or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within 30 days of satisfactory completion of the subcontractor's work, or as soon thereafter as is reasonably feasible.
3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
4. Debarment. In contracts over \$100,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$100,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA), and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is

financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.

6. Subcontracts. Consultant must include all provisions of the Agreement, modified only to show the particular contractual relationship, in all its contracts over \$25,000 connected with carrying out its agreement, except contracts for standard commercial supplies of raw materials.
7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.
8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

9. Rights in Data. The Federal Government reserves certain rights, including patent rights and the right to use copyrighted materials, in all data and materials produced with federal funds.
10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

**Appendix E-1,
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION²**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(signature of authorized official)

(type/print name and title)

² Form is available in Word. Ask Project Manager for copy by email.

**APPENDIX E-2,
CERTIFICATION OF RESTRICTIONS ON LOBBYING³**

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2008.

By:

(signature of authorized official)

(title of authorized official)

³ Form is available in Word. Ask Project Manager for copy by email.